

The Hongkong Telegraph.

No. 151.

WEDNESDAY, JULY 19, 1882.

FIVE DOLLARS
PER QUARTER.

For Sale.

LANE, CRAWFORD & CO.

HAVE RECEIVED EX LATE ARRIVALS.

ICE CHESTS & ICE CREAM FREEZERS.

POCKET KNIVES, RAZORS & SCISSORS.

BLOCKS, CANVAS, BRUSHES, PAINTS,
OILS, VARNISH AND OTHER
ARTISTS' SUPPLIES.

THE NEW NET UNDERSHIRTS
FOR WEAR IN THE TROPICS FROM
\$5 PER DOZEN.

TEA TASTERS' SCALES AND TIME
GLASSES.

LADIES' BATHING DRESSES.

GENTLEMEN'S BATHING DRESSES.

GENUINE MALTESE CIGARETTES

IN TIN FOIL BUNDLES.

LANE, CRAWFORD & Co.
Hongkong, 19th July, 1882. [296]

Insurances.

YANGTZE INSURANCE
ASSOCIATION.

CAPITAL (Fully Paid-up).....Tls. 420,000.00
PERMANENT RESERVE.....Tls. 230,000.00
SPECIAL RESERVE FUND.....Tls. 290,553.95

TOTAL CAPITAL and
ACCUMULATIONS, 8th
May, 1882.....Tls. 940,553.95

DIRECTORS.

H. DE C. FORBES, Esq., Chairman.
J. H. PINGKISS, Esq. Wm. MEYERINK, Esq.
A. J. M. INVERKATY, Esq. G. H. WHEELER, Esq.

HEAD OFFICE—SHANGHAI.

Messrs. RUSSELL & Co., Secretaries.

LONDON BRANCH.

Messrs. BARRING BROTHERS & Co.,
Bankers.

RICHARD BLACKWELL, Esq., Agent,
68 and 69, Cornhill, E.C.

POLICES granted on MARINE RISKS to all
parts of the World.
Subject to a charge of 12 per cent. for interest
on Shareholders' Capital, all the PROFITS of the
UNDERWRITING BUSINESS are annually distrib-
uted among all Contributors of Business (whether
Shareholders or not) in proportion to the pre-
mia paid by them.

RUSSELL & Co.,
Agents.

Hongkong, 13th May, 1882. [53]

THE SOUTH BRITISH FIRE AND
MARINE INSURANCE COMPANY
OF NEW ZEALAND.

CAPITAL, £1,000,000 (One Million Sterling).

UNLIMITED LIABILITY OF SHAREHOLDERS.

The Undersigned, having been appointed
Agents for the above Company, are prepared to
ACCEPT FIRE AND MARINE RISKS at Current
Rates, allowing usual discounts.

GEO. R. STEVENS & Co.

Hongkong, 14th March, 1882. [164]

THE CITY OF LONDON FIRE INSURANCE
COMPANY, LIMITED.

CAPITAL £2,000,000; PAID-UP.....£300,000
PAID UP RESERVE FUND.....£50,000.

The Undersigned, having been appointed
Agents for the above Company, are prepared to
ACCEPT RISKS against FIRE at Current Rates.

GEO. R. STEVENS & Co.

Hongkong, 14th March, 1882. [165]

THE UNDERSIGNED HAVE BEEN APPOINTED
AGENTS TO THE NEW YORK BOARD
OF UNDERWRITERS.

ARNHOLD, KARBURG & CO.

Hongkong, 15th June, 1881. [457]

RECORD OF AMERICAN AND FOREIGN
SHIPPING.

ARNHOLD, KARBURG & CO.

Hongkong, 15th June, 1881. [457]

NOTICE.

THE MAN ON INSURANCE COMPANY,
LIMITED.

(CAPITAL SUBSCRIBED.....\$1,000,000.)

The above Company is prepared to accept
MARINE RISKS at CURRENT RATES on GOODS,
&c. Policies granted to all Parts of the world
payable at any of its Agencies.

WOO LIN YUEN,
Secretary.

Hongkong, 1st February, 1882. [81]

AFONG,
PHOTOGRAPHER,

HAS
A LARGER COLLECTION OF VIEWS
THAN ANY OTHER IN CHINA.

MINIATURES PAINTED ON IVORY
FROM.....\$7.00.

OIL PAINTINGS ON CANVAS
FROM.....\$5.00.

Copies of Visits, Cabinet, and all other Styles
of Portraits at equally moderate prices
executed under the supervision and
management of

D. K. GRIFFITH,

Studio 8, Queen's-road. [13]

Auctions.

PUBLIC AUCTION.

M. J. M. GUEDES has been instructed
by the MORTGAGEE to Sell by Public
Auction, on

FRIDAY,
the 21st day of July, 1882, at Two P.M., at the
Premises,

ALL that PIECE or PARCEL of GROUND
situate at Victoria, Hongkong, measuring on
the North, 15 feet; on the South, 15 feet;
on the East, 43 feet; and on the West 43
feet; and Registered in the LAND OFFICE
as Section A of MARINE LOT No. 6, to-
gether with the HOUSE, No. 17, Jervois
Street, thereon.

THE Premises are held from the Crown for the
unexpired term of 75 years, and will be sold
subject to the existing tenancies and lettings
thereof, and to the payment of a propor-
tionate part of the Crown Rent reserved in
the Crown Lease of the said MARINE LOT
No. 6.

For Further Particulars and Conditions of Sale,
apply to

M. J. M. GUEDES,
Auctioneer.

or to
BRERETON & WOTTON,
Solicitors, 29, Queen's Road,
Hongkong, 10th July, 1882. [469]

PUBLIC AUCTION.

THE following Properties will be Sold on
the Premises respectively by Public Auc-
tion, on

SATURDAY,
the 22nd of July, at THREE P.M.

BY ORDER OF THE MORTGAGEE.

ALL that PIECE or PARCEL of GROUND
Registered in the LAND OFFICE as IN-
LAND LOT No. 281, measuring on the
North side 115 feet, on the East, South and
West sides 182 feet, contains in the whole
5,350 square feet. Yearly Crown Rent \$59.
Upon the above described Piece of Ground are
erected SEVEN HOUSES Nos. 101 to 113,
in Hollywood Road.

The above described Property will be Sold in
seven separate lots each lot comprising one
House.

Also,
THE 2 HOUSES Nos. 20 and 21 in Lan-Kwai-
Fong and Registered in the LAND OFFICE
as Sections D and E of INLAND LOT
No. 51, the above Houses will be Sold in
Two Lots.

For Plans, Particulars and Conditions of Sale,
apply to

SHARP, TOLLER & JOHNSON,
Solicitors.

or to
J. M. GUEDES,
Auctioneer.

Hongkong, 18th July, 1882. [507]

PUBLIC AUCTION.

UNDER instructions received from the
MORTGAGEE, Mr. J. M. GUEDES will
Sell by Public Auction, on

MONDAY,
the 24th July, 1882, at 3 P.M., at the Premises,
THE FOLLOWING

VALUABLE PROPERTY

Namely:

LOT 1.—All that PIECE or PARCEL of
GROUND Registered in the Land Office as
INLAND LOT No. 191C. Together with the
HOUSES No. 275, Queen's Road Central,
and No. 122, Jervois Street, thereon.

LOT 2.—All that PIECE or PARCEL of
GROUND Registered in the Land Office as
INLAND LOT No. 516. Together with the
SEVEN HOUSES, Nos. 142, 144, 146, 148,
150, 152 and 154, in Queen's Road West,
thereon.

For Further Particulars and Conditions of
Sale, apply to

J. M. GUEDES,
Auctioneer.

or to
BRERETON & WOTTON,
Solicitors, 29, Queen's Road,
Hongkong, 14th July, 1882. [503]

PUBLIC AUCTION.

M. J. M. GUEDES has received instruc-
tions from the MORTGAGEE to sell by
Public Auction, on

WEDNESDAY,
the 26th July, 1882, at 3 P.M., at the
Premises,

A VALUABLE LEASEHOLD
PROPERTY

Situate in Queen's Road Central and Jervois
Street, Victoria, in the Island of Hongkong,
comprising:

ALL that PIECE or PARCEL of GROUND in
the Assignment forming the root of title
thereof described as "abutting on the North
side thereof on Jervois Street, and measur-
ing thereon 74 feet 3 inches or thereabouts
on the South side thereof on Queen's Road
Central, and measuring thereon 76 feet 11
inches or thereabouts, on the East side
thereof on a Piece of Ground intended
to be registered as SUBSECTION No. 3
of SECTION A of INLAND LOT No. 202,
and measuring thereon 20 feet or
thereabouts, and on the West side thereof
on SUBSECTION No. 1, of SECTION
A of INLAND LOT No. 202, and measur-
ing thereon 28 feet 9 inches or there-
abouts," which said Piece or Parcel of
GROUND is registered in the Land Office
as SUBSECTION No. 2 of SECTION A
of INLAND LOT No. 202, as the same
Premises are held for the residue of a term
of 75 years and for a further term of 924
years created by Crown Lease and extension
thereof at a due proportion of the rent and
subject to the Covenants and Conditions in
the said Crown Lease, and extension respec-
tively received and contained.

The Premises are sold subject to the existing
lettings and tenancies thereof respectively.

For further Particulars of the Property and
Conditions of Sale, apply to

BRERETON & WOTTON,
Solicitors for the Mortgagee,
29, Queen's Road,

or to
J. M. GUEDES,
Auctioneer.

Hongkong, 18th July, 1882. [509]

FOR SALE.

G. H. MUMM & Co.'s CHAMPAGNE.

QUARTS.....\$22 per Case.
PINTS.....\$23 per Case.

Apply to
MELCHERS & Co.

Hongkong, 2nd March, 1882. [132]

Intimations.

AMERICAN NOVELTY COMPANY.

NEW YORK, SAN FRANCISCO, SYDNEY, AND HONGKONG.

DEPT. FOR THE WORLD'S PATENTED ARTICLES.

MARINE HOUSE, QUEEN'S ROAD, HONGKONG.

IMPORTERS AND MANUFACTURERS

NOVELTIES, TOYS, YANKEE NOTIONS, CLOCKS, WATCHES, JEWELLERY,
CUTLERY, STATIONERY, GLASS WARE,
ELECTRO PLATED GOODS.

ARTICLES OF USEFUL INVENTION.

ORGANS, PATENT ORGANETTES, RUBBER GOODS, AMERICAN TRUNKS,
&c., &c., &c., &c., &c.

GENERAL PURCHASING AGENTS FOR EVERY DESCRIPTION OF
AMERICAN GOODS.

BUSINESS EXCLUSIVELY WHOLESALE.

S. D. LEWIS,
Manager.

Hongkong, 16th June, 1882. [446]

SAYLE & CO.'S SHOWROOMS.

JUST LANDED DIRECT FROM PARIS.

SAYLE & CO.

ARE SHOWING IN THEIR

MILLINERY DEPARTMENT.

A CASE OF LADIES' PARISIAN TRIMMED HATS.

A CASE OF BOYS' AND GIRLS' STRAW HATS.

LACE DEPARTMENT.

A LARGE VARIETY OF ALENCON, BRODERIE, VENICE,
SPANISH AND FRENCH LACES.

DRESS DEPARTMENT.

SPECIALITIES IN CREAM DRESS MATERIALS AND NEEDLEWORKS TO MATCH.

NEW SHADES IN SURAT SILKS, BOOTS AND SHOES, PERFUMERY, &c., &c.

A LIBERAL DISCOUNT FOR CASH.

VICTORIA EXCHANGE, HONGKONG.

Hongkong, 22nd June, 1882. [479]

KELLY & WALSH

THE
AUTOPHONE.

THE AUTOPHONE is a wonderful little instrument, which, while it weighs less than three
pounds, has the lungs of a full sized parlor organ, and executes its Music with
absolute precision and perfect effect.

It has twenty-two reeds, plays in three keys, and all the parts of most difficult Music.
It is the invention of H. B. HORTON, who was also the inventor of the first organettes, and this last
effort is the result of years of constant attention to the study of this kind of instrument, and in
simplicity, accuracy, volume of tone and compactness, is the acme of
mechanical and artistic success.

On it, a child can correctly play, without instruction any of the Music, which at present consists of
over 300 selections from Hymns, Oratorios, Operas, Waltzes, Polkas, Marches, Popular
Songs, &c. It is best adapted to the kind of Music which suits an organ best,
in which chords predominate, but also has wonderful power in
executing very lively pieces.

It is entirely well adapted for country churches, Sunday schools, the family circle, and
also for dancing.

For use in serenading it is perfect, as it can be carried under the arm.

The Music is compact and far cheaper than that which is made for any organette.

THE AUTOPHONE

Is like every other good thing, the longer you have it, the better you like it, and as new music is
being published every week it has an endless fund of amusement in it.

PRICE, INCLUDING FIVE PIECES OF MUSIC—\$7.50.

KELLY & WALSH—HONGKONG.

[433]

ECA DA SILVA & CO.

HAVE JUST LANDED.

EX FRENCH MAIL STEAMER "IRAOUADY" AND OTHER LATEST ARRIVALS.

A GREAT VARIETY AND FINE ASSORTMENT OF SUMMER GOODS,

Comprising—

Ladies Richly Trimmed Pongee Silk Costumes, Satin, Linen, and Cambric Costumes,
Ready-made Dresses, Lace and Silk Fichu, Cravats, Dressing Gowns, Fine Silk
Hose, Embroidered Silk and Ivory Fans, &c., &c., &c.

Gentlemen's Parisian Straw and Panama Hats, French Felt Hats, Light Summer
Tweeds in Pieces for Pants, White and Coloured Linen Drill, Pieces of Touch Cord
for Vests, Canvas Shoes, Silk Umbrellas, Gentlemen's and Ladies' Parisian
Boots and Shoes in great variety &c., &c., &c.

Oriza's and Pinaud's Perfumery in Great Variety, Vienna Cigar and Cigarette
Cases, Visiting Card Cases, Portmonnaies, Albums, Needle Cases,
Needles, Ladies' Work Boxes.

ALSO

A GREAT VARIETY OF FRENCH SCIENTIFIC BOOKS AND NOVELS.

&c., &c., &c.

ECA DA SILVA & Co.,
48, QUEEN'S ROAD CENTRAL.

Hongkong, June 5th, 1882. [432]

Auctions.

PUBLIC AUCTION.

THE following Properties will be Sold by the
Undersigned by Public Auction, on

TUESDAY,
the 25th July, 1882, at 3 P.M., on the
Premises,

(IN SIX SEPARATE LOTS)

1ST LOT.—ONE HOUSE in Queen's Road Cen-
tral, No. 147D, Registered as the RE-
MAINING PORTION OF SECTION G of
MARINE LOT No. 63.

2ND LOT.—ONE HOUSE in Bonham Strand
No. 117, Registered as SECTION A of
MARINE LOT No. 161.

3RD LOT.—ONE HOUSE in Queen's Road West,
No. 50, Registered as SUBSECTION No. 1
of SECTION A of INLAND LOT 366.

4TH LOT.—ONE HOUSE in West Street, Tai-
lingshan, No. 41, Registered as INLAND
LOT 223 (Section).

5TH LOT.—ONE HOUSE in New West Street,
Taipingshan, No. 33, Lot 224 (Section).

6TH LOT.—THREE HOUSES in Square Street,
Taipingshan, Nos. 58, 60, and 62, Registered
as INLAND LOT No. 278.

For Further Particulars and Conditions of Sale,
apply to

J. M. GUEDES,
Auctioneer.

Hongkong, 18th July, 1882. [508]

J. M. GUEDES S.

HOUSE AND LAND BROKER,
AUCTIONEER AND COMMISSION AGENT.

No. 33, WELLINGTON STREET,
HONGKONG.

Hongkong, 23rd January, 1882 [62]

Intimations.

NOTICE.

COLONEL J. K. AUSTIN'S
NEW AMERICAN
RIFLE RANGE,
NOW OPEN
AT THE HONGKONG HOTEL.

ENGLISH AND AMERICAN SPORTING
RIFLES!!!

POPULAR PRICES.

FOUR SHOTS FOR 25 CENTS.

Galleries open daily from 4 to 11 P.M.

Hongkong, 15th July, 1882. [145]

TOKKEE.

COAL MERCHANT,
18, WING SING LANE, HONGKONG.

KEEPS on hand for Sale all kinds of STEAM
COAL of the best quality, at moderate
rates; also has always Powerful Steam Launches
for Hire at a Reasonable Charge, either for
special Purposes, Excursions, or Towing.

Hongkong, 13th April, 1882. [234]

YE U QUA.

SHIP, PORTRAIT, AND MINIATURE
PAINTER.

PHOTOGRAPHIC VIEWS.

LANDSCAPES IN OIL AND WATER COLORS.

All Work Executed by First-Class Artists.

IVORY MINIATURES A SPECIALITY.

SATISFACTION GUARANTEED.

No. 54, C, QUEEN'S ROAD CENTRAL, UPSTAIRS,
HONGKONG.

Hongkong, 4th April, 1882. [211]

Notices of Firms.

M. FREDERICK ROBERTS ROGERS
was admitted as a PARTNER in Our
Firm on the 19th of June last.

ROSE & Co.
Hongkong, 12th July, 1882. [499]

Intimations.

WANTED.

AN UNFURNISHED BEDROOM
WITH
BATHROOM ATTACHED.

Apply
JOHN S. BREWER,
Office of This Paper.

Hongkong, 17th July, 1882. [506]

THE HONGKONG HOTEL COMPANY,
LIMITED.

NOTICE TO SHAREHOLDERS.

THE ORDINARY HALF-YEARLY
MEETING OF SHAREHOLDERS will
be held at the HONGKONG HOTEL on FRIDAY,
the 28th instant, at FOUR O'CLOCK in the
AFTERNOON, for the purpose of receiving a
Report of the Directors, together with a State-
ment of Accounts and declaring a Dividend.

By Order of the Board of Directors,
LOUIS HAUSCHILD,
Secretary.

Hongkong, 8th July, 1882. [488]

HONGKONG HOTEL COMPANY,
LIMITED.

THE TRANSFER BOOKS of the Com-
pany will be CLOSED from the 14th to
the 28th instant, both days inclusive.

By Order of the Board of Directors,
LOUIS HAUSCHILD,
Secretary.

Hongkong, 8th July, 1882. [489]

CHINA TRADERS' INSURANCE
COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE SIXTEENTH ORDINARY MEET-
ING OF SHAREHOLDERS in the above
Company will be held at the Head Office,
Victoria, Hongkong, on MONDAY, the 31st
instant, at 3.30 O'CLOCK P.M., for the purpose
of presenting the Report of the Directors and State-
ment of accounts to 30th April last, and of de-
claring dividends.

The TRANSFER BOOKS of the Company
will be CLOSED from the 18th to 31st instant
both days inclusive.

By Order,
W. H. RAY,
Secretary.

Hongkong, 8th July, 1882. [491

Intimations.

A. S. WATSON & CO.

HAVE LATELY RECEIVED A SUPPLY OF THE FOLLOWING:

SCOTT'S ELECTRIC TOOTH BRUSHES.

SCOTT'S ELECTRIC HAIR BRUSHES.

SCOTT'S GALVANIC GENERATORS.

GLASS STOPPERED GLOVE BOTTLES, T O N G A.

FELLOW'S COMPOUND SYRUP

OF

HYPHOSPHITES.

VALENTIN'S MEAT JUICE.

SAVORY AND MOORE'S

PEPTONISED MEAT.

VASELINE SOAP.

ROBARTS' GOLDEN HAIR DYE.

NEW PATTERNT-TOOTH BRUSHES.

VIN-SANTE

A 200-ALCOHOLIC STIMULANT CONTAINING HYPHOSPHITES.

A. S. WATSON & Co.

GENERAL CHEMISTS

AND

AERATED WATERS

MANUFACTURERS.

HONGKONG DISPENSARY,

HONGKONG.

NOTICES TO CORRESPONDENTS.

It is requested that all communications relating to Subscriptions, Advertisements, &c., be addressed to the "Manager, Hongkong Telegraph" and not to the Editor.

Letters on Editorial matters to be sent to "The Editor" and not to individual members of the staff.

Communications intended for publication must be accompanied by the name and address of the writer, not necessarily for publication; but as evidence of good faith.

Whist the columns of the Hongkong Telegraph will always be open for the fair discussion by correspondents of all questions affecting public interests, it must be distinctly understood that the Editor does not in any way hold himself responsible for opinions thus expressed.

TO ADVERTISERS.

Advertisers are requested to forward all notices intended for insertion in that day's issue not later than THREE O'CLOCK so as not to retard the early publication of the paper.

TO SUBSCRIBERS.

Arrangements have been made to publish The Hongkong Telegraph daily at 4 P.M. Subscribers in the central districts who do not receive their copies before FIVE O'CLOCK will oblige by at once communicating with the Manager.

The Hongkong Telegraph

HONGKONG, WEDNESDAY, JULY 19, 1882.

TELEGRAMS.

SINGAPORE, 19th July, 11.30 a.m.

The French and Italian fleets have refused to assist Admiral Seymour to maintain order. A strong force under the command of Arabi Bey is at Kafkelour. The Egyptian troops are demoralized.

LOCAL AND GENERAL.

A CORRESPONDENT asked us the other day what was the fastest time ever made by a steamer between Hongkong and San Francisco. The City of Peking steamed from Hongkong to Yokohama in 4 days, 10 hours, and from Yokohama to San Francisco in 16 days 10 hours and 8 minutes. The fastest run from Yokohama to San Francisco was made by the Oceanic, her time being 14 days 9 hours. The City of Peking's fastest time is 14 days 15 hours.

A CORRESPONDENT writes:—"Revolutionary ideas are going forward. The *Almanac*, a weekly newspaper of the neighbouring colony, proclaims that the best system of government for Macao is, as it thinks, that which is based on the Commune, and considers as the greatest source of its evils and the cause of its decay, the system adopted by the Portuguese Government of sending from the metropolis the leading officials, including the Governor. According to the *Almanac*, Macao would thrive astonishingly were the Municipal Chamber charged to manage the finances of the colony, and to direct all its home affairs, as well as the relations with the Chinese authorities. It is assumed that the Members of the Senate, instead of being led astray by local and relational influences, would be a corporation composed of men having permanent interests in the city, and their own families to advise and lead them in any great crisis. It does not suit them to have a Governor, nor other functionaries come over from Portugal. Should these ideas succeed in going further than the columns of the *Almanac*, we shall have in a short time near us a new Republic of Andorra under the protection of the government... that is, of the mandarins of Canton."

SUPREME COURT.—CRIMINAL SESSIONS.

THE "TELEGRAPH" LIBEL CASE.

Continuing from where we were obliged to leave off in our yesterday's issue, Mr. Francis went on to say that the defendant opened out a defamatory libel circulating in the Colony and gave it publicity, not only that, but at intervals referred in different articles and critiques to that article, reviving it in the mind of readers. One word in reference to Mr. Bandmann in that matter. Mr. Fraser-Smith was just as much a performer on the public stage as Herr Bandmann. They could criticise him as much as he could criticise them: If he was at liberty to criticise Mr. Bandmann, Mr. Bandmann was as thoroughly at liberty to

express his opinions as Mr. Fraser-Smith was to criticise him. All of them were as perfectly at liberty to criticise Mr. Fraser-Smith's performance of his self-imposed duties as he was to do so with any one who came on the public stage. Nothing could be more ridiculous or inconsistent than Mr. Fraser-Smith's folly in his silly manifestation of anger because Herr Bandmann would not agree with him. He criticised Mr. Bandmann, but he would not be criticised by any one else. In point of law and common sense it was a perfect matter of indifference, so far as the defendant was concerned, that the article had been published in other papers. It was not open to Mr. Fraser-Smith to give evidence, and if he were allowed to do so, it would not influence the question of his guilt or innocence. He must be taken as having fathered every statement contained in the article and made himself responsible for every consequence following on publication. He (Mr. Francis) would not attempt to weary the jury by reading over the whole of the article read by the Registrar, but would call special attention to several portions and ask them to see the connection between it and the article of 14th June. The gravest charge made against Mr. Bandmann of being a habitual woman beater referred to the article on Herr Bandmann in "Men of the Time," because the stream of the narrative was followed and copied and satirized in the *Telegraph* article. The learned counsel read from "Tragic Power" where it says that when only three months old, Mr. Bandmann hit his nurse's ear, and said that was published to give emphasis to the charge of being a woman beater and to show that that wicked, dastardly spirit was in him at that early age. Three or four times the same charge was emphasised, but more seriously on the 14th June, but was that, taken as a whole, fair and legitimate criticism of any actor as an actor. Let them take Mr. Fraser-Smith's own rule laid down in his article dealing with Herr Bandmann, "Actors as actors are lawful game." Did that article deal with Mr. Bandmann solely as an actor? Did it not go back into details of his life as a boy and as a man? Was that legitimate criticism? We were at liberty to criticise, ridicule an actor, but was that thing "Tragic Power" anything more than a deliberate attempt to throw contempt on Herr Bandmann quite apart from his ability on the stage. He would submit and ask the jury to find as a component part of their verdict, that the article of 10th June not only contained certain defamatory statements with reference to Mr. Bandmann's treatment of women, but he would ask them to say that it was not a proper or legitimate criticism, but only an attempt to bring Mr. Bandmann into ridicule and contempt and injure him in his profession and reputation. In the interval between the 10th and 14th June they had introduced portions of Mr. Fraser-Smith's criticism of "Narcisse" which gave the key to open the lock to his brain and shew the motives actuating him. The article of 14th June, the very opening sentence, without any further evidence except Mr. Fraser-Smith's own statement, rendered it unmistakable that Herr Bandmann and "Tragic Power" were the same. There was the flat assertion that Herr Bandmann had been repeatedly guilty of cowardly and contemptible acts of violence known throughout the world. Suppose he had been, what possible public benefit was subserved by the publication? None, he submitted. The only possible object was to irretrievably injure Herr Bandmann in public estimation and prevent people attending or patronizing his performances. He would ask the jury to compare the first articles before Mr. Fraser-Smith's self-love had been hurt because Mr. Bandmann did not agree with him. He spoke then of Mr. Bandmann as an eminent actor in his profession. Mr. Fraser-Smith had not only asserted that Herr Bandmann was habitually guilty of violence to women and children, but also gave the statement the additional weight of his own personal experience. He put it before the public as if he (Mr. Fraser-Smith) had personal knowledge of some such scenes of violence as those he was referring to. Mr. Francis here read from the article of 14th June in reference to Herbert Crellin, and said that it was an utterly false and malicious statement. It was incumbent on Mr. Fraser-Smith to prove its truth. He had, without any public grounds, published it maliciously, and gave it strength and force as if he had direct knowledge from one of the actors in the scene. Herr Bandmann knew such a person as Herbert Crellin, but he was never connected with the Lyceum when Herr Bandmann was, and Mr. Bandmann indignantly denied he ever hid his hand on a woman, or was thrashed by Herbert Crellin or any one else. Mr. Francis then read the part of the article relating to the Portuguese youth, and said, suppose it actually occurred that he had been kicked off the stage, and that Herr Bandmann made use of threats against Mr. Fraser-Smith, no public interest, he put it, was to be subserved by publishing it in a newspaper. The Portuguese youth had the Police Court and the Summary Court open to him, and if Mr. Fraser-Smith was threatened, he also had the Police Court open to him and could have taken proceedings to protect himself. The publication subserved no public object whatever. He would also put it that if the jury thought some slight object might be subserved by the publication of what occurred behind the scenes, yet Mr. Fraser-Smith published it to hurt Herr Bandmann, and he would ask the jury to draw that conclusion, because if Mr. Fraser-Smith's object was to give a truthful narrative, he far exceeded privilege in dragging into the article all sorts of charges against Herr Bandmann. He held him up in every possible way to ridicule and contempt, and exceeded privilege in every possible way. Mr. Francis read a portion of the article, and said the jury would see that the defendant repeated and emphasized the charges and added every epithet of contempt and ridicule. If there was any privilege, it was far exceeded by the manner and mode adopted. He dressed the charges up and colored them to injure Herr Bandmann because that gentleman had disagreed with him. He was so omniscient

in criticism, his critical faculty was so keen, that no one must disagree with him. He (Mr. Francis) believed editors thought they were infallible, and dissenters from their views wrong-headed and stupid, but every editor was open to criticism. He was simply a performer on a public stage for money. The object of criminal prosecution in cases of libel, and its sole ground, were based on the theory that publication of all defamatory libellous matter tended to a possible breach of the peace, the first impulse of the person libelled being to thresh the libeller. A defamatory libel was a criminal offence. Mr. Fraser-Smith, not content with publishing defamatory matter, tells us why he did it. He did it to provoke Herr Bandmann to commit a breach of the peace. Mr. Francis read another portion of the article and asked if that was fair criticism. Was it consistent with Mr. Fraser-Smith's first two carefully written criticisms on Herr Bandmann? Did it not shew the malice with which it was written, and that the defendant wrote it under provocation, which was that Herr Bandmann had disagreed with him? Mr. Fraser-Smith since then had repeated the same charges in a more or less disguised form. Subject to his Lordship's liberty, he would put in a third article as evidence of express malice, and that defendant was not actuated by a wish for the public benefit but by a malicious desire to injure Mr. Bandmann in every possible way. He must reiterate, and enforce them on the public by constant repetition. Let them take the *Telegraph* of June 16th.—The Chief Justice asked if it was intended to put these papers in, to which Mr. Francis replied in the affirmative.—The learned counsel then read from a paper of June 21st, and said they were distinct repetitions of the grossest and foulest of slanders contained in previous articles. The readers were referred back to the charges, the striking parts being put in italics (Mr. Francis read from the paper). On the 6th or 7th June Mr. Fraser-Smith classed Mr. Bandmann with the gentlemen whose names he read, though he placed him below Fechter. The inference was that what Mr. Bandmann had published was false. Was that fair criticism or a deliberate attack on a man's character against whom Mr. Fraser-Smith had a grudge? Mr. Francis then referred to the letter which appeared in the *Telegraph* of July 6th under correspondence. The heading said the paper was not responsible for the opinions expressed by correspondents, but they (the jury) would find that Mr. Fraser-Smith was responsible for giving the letter publicity. He would put in another short malicious letter. He did not wish to detain them longer than he could help. He had endeavored to put before them the charges against Mr. Fraser-Smith and the law bearing on the subject. The defendant had pleaded two pleas, not guilty, and that the facts were absolutely and in their entirety true, and that it was for the public benefit they should be published, but the reasons given by him were the very facts themselves which they charged him with having published. In the case of the *Times*, the persons defamed had been guilty of some acts on the Continent and came to England to perpetrate similar acts there, and so it was for the public interest to look into their past and expose them. But had the *Times* no such plea, the verdict would have been against it. Mr. Fraser-Smith did not state a single fact as to the necessity for the publication. In fact, that they existed and were true was the only reason given for those statements. He believed he could have demurred to the pleas as insufficient, but issue had been taken on the facts and there the matter remained. He would ask his Lordship to direct that the justification of Mr. Fraser-Smith, and the facts he asserted to exist, were not sufficient in point of law to enable the jury to find a verdict in his favor. The question would be, did Mr. Fraser-Smith publish the article. The proof of publication was a mere matter of detail. The next questions would be, are these articles defamatory in their character? Do they accuse Herr Bandmann of crime for which he would be accountable to the laws of the country? Do they state things of him tending to injure him in his profession of actor and prevent him from obtaining employment in that line? Is there direct intention to bring Mr. Bandmann into hatred, ridicule and contempt in the eyes of the public? If all that had been said by Mr. Fraser-Smith formed, in the opinion of the jury, criticism of an actor—if they thought he put it forward *bona fide* and honestly as a criticism, however ridiculous and nonsensical it might be, if they thought it was said honestly and fairly to criticise an actor, possibly Mr. Fraser-Smith's plea would enable them to find a verdict in his favor. But he submitted it far exceeded the bounds of legitimate criticism. The greater portion was concerned with Mr. Bandmann's private life behind the scenes and his connection with his company. If the defendant had exceeded fair bounds, his privilege was gone. He asked the jury to say, from the excess, from Mr. Fraser-Smith's own declaration to persons in Hongkong, that it was not intended to be fair criticism but a malicious attempt on Herr Bandmann's character in recentment, and was done wickedly and maliciously to injure Mr. Bandmann. They were at liberty to consider other articles put in and Mr. Fraser-Smith's motive. If they thought the defendant was actuated by malice and not *bona fide*, then if they found actual malice, no question of privilege could arise, as His Lordship would direct them. The right to qualified privilege in this case depended entirely on the co-existence in the mind of the writer of a *bona fide* honest intention; but if malicious, whatever privilege defendant might claim, he thought His Lordship would tell them they must find him guilty. Mr. Fraser-Smith was not content to plead not guilty, but said by his second plea that every one of the statements was true. If he failed to prove every one, the verdict must go against him. If he failed in his proof of any plea he was lost and must be found guilty on the charges. He must not only prove their truth, but must shew public benefit. He submitted there was not a shadow of public benefit shewn. There was one privilege possessed by editors of newspapers that they had not. After they had published libellous

matter on any man, they could publish in a conspicuous place a withdrawal and an apology for what they had done. This implied that the publication was without malice, and that would be all in their favor. But Mr. Fraser-Smith had not chosen to avail himself of that privilege, but came to Court persisting by plea of justification that every word was true, and if he failed in proving truth they would take into consideration as a proof of deliberate malice that he had persisted to the bitter end and had failed. The evidence he had to produce would be short—only one, and the reading of the paragraphs he had glanced over. Then it would be for Mr. Fraser-Smith to prove the truth of his charges by his evidences, when he (Mr. Francis) should be prepared to refute every item of that evidence by calling other evidence. The learned counsel put in several copies of the *Telegraph*.—The Chief Justice to defendant.—You don't dispute the fact of your being the publisher?—Mr. Fraser-Smith.—Not at all. I admit publication.—Mr. Francis said he put in papers of 7th and 8th June for contrast, to shew change of tone subsequently and malice.—Mr. H. A. Woolnough, manager of the Hongkong Dispensary, was then put in the witness box for the prosecution, and examined by Mr. Francis. He deposed he had read the article "Tragic Power" in the *Telegraph* of June 10th. He had seen it in print before. He had a copy of it on a broad sheet of paper. Similar copies had been circulated in the Colony some three or four weeks before it appeared in the *Telegraph*. He never saw more than one copy here, but had heard of others. The copy he had was lent to him. He remembered Mr. Fraser-Smith coming to him before the 10th June, two or three days before. He said he had been told he (witness) had a copy of the skit, and asked him to lend it to him. In reply to his enquiry, Mr. Fraser-Smith said he intended to publish it. He said he had had a copy of his own but had mislaid it. Witness did not ask him not to publish it. Mr. Fraser-Smith said nothing more than what he had stated. "Cross-examined by Mr. Fraser-Smith.—I don't remember the date when you called upon me. I cannot say on oath that it was on the morning after "Hamlet" had been played. I can't say the exact date, but I know that several days after you called the article appeared in the *Telegraph*.—Mr. Francis said that was the case for the prosecution.—Mr. Fraser-Smith asked him if he was not going to call the complainant.—Mr. Francis replied "Certainly not."—Mr. Fraser-Smith.—Then I will, you may depend upon that. Mr. Fraser-Smith then entered upon his defence. He would endeavor, he said, in a few words, not to waste the time of the jury, to take away the colobes which the verbosity of the learned counsel had left on their minds. The learned counsel had given them long dissertations on the law of libel, and had given various puzzling meanings of the law of defamatory libel from his own standpoint, which was not the actual point upon which he (the speaker) was arraigned. It was altogether aside from what the jury was trying. The learned counsel had talked a great deal as to privileged communication. He (defendant) would base specially his defence on privilege, which, they had been told, belonged to every man, not only to editors of public journals, as hid down in law books. He believed he was correct in saying, and he was open to the correction of His Lordship if it was not so, that the statements he had made were privileged, unless the jury were satisfied that express malice was used in their publication, and of that, he submitted, there was at present no evidence before the jury. He believed therefore his Lordship would direct them that there was no case against him, and it would be their duty to bring in a verdict of not guilty. The one great case on which he intended to base his defence was well known, having been printed in the Law Reports of the Privy Council, vol. 4. It was the case of "Laughton v. the Bishop of Sodor and Man." In this case Mr. Laughton, a barrister, attacked the Bishop of the diocese, and used some very strong language with regard to a bill the latter was endeavouring to pass in the House of Keys in that island. The Bishop, in reply to this attack, used the strongest possible language with regard to his assailant, called him most infamous names, and vilified and abused him almost as far as the English language would allow; and sent a copy of this speech to the newspapers. A civil action was brought against him, and the jury returned a verdict for the plaintiff with £400 damages. This was in 1870, and the decision was appealed against, and the judgment of the lower court was reversed, it being held that the statements made and published by the Bishop were privileged unless it was satisfactorily established that they were made from express malice, and the burden of the proof of express malice lay upon the plaintiff. The court was of opinion that there was no evidence of express malice, and they found a verdict for the defendant. This was again appealed against, and came before the Privy Council, and it was there held that the communication sent to the newspapers was privileged in the ordinary sense of the word, the Bishop having an interest in putting forward an explanation of his conduct to the clergy and others who took deep interest in the case, and the previous decision was upheld. He would argue shortly that he, in the same sense as the Bishop, had manifestly an interest in defending himself against foul, malicious and cowardly imputations which had been made regarding himself to his clients—the public of Hongkong. This prosecution had been undertaken in a vindictive spirit, and was bad in law, bad in principle, and bad in fact; and he should prove it so. He would point out that in the case which he had referred to, the Bishop had gone considerably further than was necessary for self defence, but his communications had been held to be privileged, and express malice not made out. A case was heard some time ago, Nelson versus Pitman, in which Mr. Francis was counsel for the defence, and in which he enunciated views in striking contradiction and striking dissimilarity to those he now put forward. The learned counsel then submitted to the jury that what Mr. Pitman wrote was in self defence,

and in reply and disproof of an attack made upon him by Mr. Nelson, and he was therefore justified in speaking of them in a newspaper as false and slanderous. The Chief Justice pointed out that the Bishop was justified. It had been held that it made no matter whether true or false if you believed that your statements were true. He believed them to be true, and wrote them in vindication of his character as editor of a public newspaper. There were two ways of instituting action for libel, criminal and civil. The prosecutor posed as a martyr, as a representative of injured innocence, instead of asking for damages if wronged, which, if he proved he was libelled, he would be justified in receiving. He would leave it to the jury, upon what grounds prosecutor could justify criminal proceedings, when civil action would have been his proper remedy. He could explain. It was done to shut his (defendant's) mouth. He was not allowed to go into the box. No, he knew too much. If he could go into the box, Mr. Bandmann knew very well that no jury would give him damages. But no, Mr. D. E. Bandmann took criminal proceedings, and closed his (defendant's) mouth. That was the way this injured man came before a jury. What did he ask? To have him (the speaker) sent to gaol after provoking him to a breach of the peace. He had arrogantly boasted he would have him in gaol; but he (defendant) did not think the jury would give such a verdict as would place him under such a penalty. The learned counsel had not put a single witness in the box to prove what he said. The prosecutor was not put in the box. Did he wish to vindicate himself from the charge of beating women, he should be the first to enter the box and deny everything. In his reply he said there was no vestige of truth in the statements. It would be for the jury to say, after they had heard ten or twelve evidences, whether there was any truth in the statements or not. Mr. Daniel Edward Bandmann was an actor of great notoriety. He was an accomplished gentleman and had done good service on the stage in his own way. He had known him professionally since 1868, and saw him in his first appearance in "Narcisse." Mr. Bandmann was very fond of law Courts. He seldom visited a place where he had not an action. He was so self-opinionated and so puffed up that he seldom visited a place where he was not at open warfare with the press. In Calcutta, Shanghai, and various places in Australia Mr. Bandmann was always at war with his critics. He would read an article from the *Shanghai Courier* of the 2nd June.—Mr. Francis objected, but the objection was overruled, and the following article was read:—"Herr Bandmann holds most peculiar opinions as to the province of true criticism. He is, we are constrained to say, very much like a spoilt child, who can take all the treacle that is given him; but when he is administered a little of the necessary brimstone with it he is apt to become as rebellious as a refractory infant. Herr Bandmann came here with a great name and we criticised him according to the high position he took, and judged of his performances according to their true not their self-rated value. But Herr Bandmann appears to have been under the delusion we had only his and not the public interests to consult in the matter, and because we exercised the rights of true criticism and wrote of his performances fairly and impartially, giving credit where it was due, and speaking adversely where it was absolutely necessary, Herr Bandmann behaved in the undignified and petulant manner above referred to. In his wrath, he culminated an interdict against the *Courier* and suspended the use of press rights in respect to the representatives of this paper attending the theatre. In doing this Herr Bandmann has shown that he has quite mistaken, if not forgotten, his position as a public man, and our duty as journalists. That gentleman should remember that it is perfectly immaterial to us whether he suspends the usual courtesies that are extended to the press or not, as we only visit that place as a matter of duty to the public who require a criticism on the performance from those that reflect and often lead public opinion. A journalist has to perform many duties of a pleasant and of a very unpleasant nature, and because sometimes he is called on to execute tasks that fall within the latter category it is no reason why he should forget his position. It may not be always an unalloyed source of pleasure to sit through dreary dramatic performances, and to visit a theatre under unpleasant circumstances; but since it is expected that a critic should exercise his functions "through good report and ill," our representative was present in an official capacity in the theatre last night. With these prelude remarks, which the conduct of Herr Bandmann has forced us to make, we shall now give as usual our opinion on last night's performance." That was the paragraph which appeared in the *Courier* on June 2nd and which related to an incident similar to the difference with the *Telegraph*. On the 6th June the Bandmann-Beadout troupe appeared at the City Hall in "Hamlet." He was acquainted with Mr. Bandmann and received the courtesies extended to the press. He was present at the performance and wrote the article of the 7th June. He was sorry to take up time, but he was forced to do so by the action of the learned counsel, who wanted to prove malice, wilful, wicked and direct malice. He would have to read the article to shew the jury that throughout he had used the same tone. Mr. Bandmann was praised in every performance and censured also. He thought when they heard the article they must put away the suggestion that malice was to be inferred from those criticisms. Mr. Fraser-Smith read portion of article of 7th June relating to Mr. Bandmann. That was the criticism of Herr Bandmann's "Hamlet" which the learned counsel had characterized as perfectly fair and impartial, and in other words his (defendant's) modesty would not allow him to repeat. In these critiques, however, he had simply dealt with Mr. Bandmann in the same way as in the succeeding ones, which the prosecution claimed showed malice; he had both praised and censured every performance, and he had severely censured the acting of Mr. Bandmann both as Hamlet and Shylock. Mr. Smith then read the

critique, and after that, the critique of the 8th June on the representation of the Merchant of Venice by the company. Mr. Smith then went on to allude to the article written upon the performance of "Narcisse" which the learned counsel said bore evidence of a malicious spirit caused by the withdrawal of Mr. Bandmann's important advertisement from the *Telegraph*. This was published on the 10th June—the same day as that on which the so called libellous article entitled "Tragic Power" was published. Mr. Smith contended that this notice showed no reliance whatever was to be placed on the learned counsel's contention of malice, as the article spoke of the performance as in every way the best Herr Bandmann had given here. He submitted it could not have been written by a person who had been actuated by malice in publishing the article "Tragic Power." Mr. Bandmann had at that time acted in what he considered an ungentelemanly and unprofessional manner by going about the colony abusing the *Telegraph* for certain criticisms, and withdrawing what he called press privileges. He (Mr. Smith) had said he did not feel called upon to do anything to make Mr. Bandmann's campaign in this colony a success, and he did so because Mr. Bandmann had expressed a wish to farm out his four subscription performances and he had thought of taking them up with another gentleman, but after Mr. Bandmann's conduct he withdrew from the transaction. The statement was therefore made quite harmlessly, and through he did not feel called upon to assist the financial success of Mr. Bandmann's campaign, he had no reason, nor would he have been justified in doing anything to prevent it. Mr. Smith then read the article. As to the notice of the performance of "Romeo and Juliet," those who had read that beautiful tragedy would know that Romeo was intended to represent a young man 17 or 18 years of age, and he would ask from the appearance of Mr. Bandmann as he was present, whether his remarks as to the unsuitability of that gentleman for the part were not justified. The critique, which was then read, Mr. Smith contended, was in no way malicious. The next criticism was on Othello, which appeared on the 16th June, and the defendant was about to give some explanation with regard to some remarks made regarding Mr. Pinto and the want of an orchestra at the performances, when Mr. Francis objected, and His Lordship said he did not see what it had to do with the case. Mr. Smith said before he could defame a person's character, it must be proved that that person had a character to defame, and it was utterly impossible that anything he had written could be defamatory to Herr Bandmann. The defendant then read the whole article, and directly after, that which was published on "Dead or Alive" on the 21st, the last criticism of the *Telegraph* on Herr Bandmann's acting. The learned counsel had contended that these criticisms showed malice on his part, which arose from the withdrawal of Mr. Bandmann's advertisements from the *Telegraph*, and he could only say that a more barefaced, scandalous, or atrocious lie was never uttered in a court of justice. He would prove that the advertisement was not withdrawn, and the statement of the counsel was at variance with Mr. Bandmann's affidavit, which he then handed in. As a matter of fact, Mr. Bandmann's advertisement had never been withdrawn from the *Hongkong Telegraph*, but had been continued for the time for which it was ordered. Mr. Smith pointed out that the advertisement announced that the company consisted of twelve artists, which Mr. Bandmann's affidavit proved to be false, as he there stated the number of his actors was nine. The defendant alluded to a paragraph concerning Herr Bandmann, published in the *Telegraph* of the 21st June, which he said the learned counsel had complained of as malicious, which simply contained extracts from a pamphlet which Mr. Bandmann had published concerning himself—a species of trumpet blowing much in vogue among professional men, especially peripatetic actors of the Bandmann type. His Lordship pointed out that it was something more than the extracts, it was the remarks of which complaint was made. The defendant, after some further remarks on this subject, went on to say that until he heard the speech of the learned counsel for the prosecution, he had never imagined he could be accused of such tremendous audacity and villainy with regard to the article "Tragic Power." It was, however, only such an article as could be seen every week in the English comic papers. He submitted that though certainly he was just as responsible for that article as if he had written himself, yet it ought not to be taken in connection with the paragraph which he afterwards wrote. He then put in the pamphlet form of "Tragic Power," which he pointed out bore the Calcutta postmark, and probably came from Dave Carson, formerly a partner of the prosecutor. The defendant thought the conduct of the prosecution in preventing him from giving evidence, and keeping Mr. Bandmann out of the box, so that he could not cross-examine that gentleman, must weaken the case for the prosecution. It showed fear with regard to the charge made against them—made *bona fide*, and in good faith. He could have easily proved his charge with regard to the notorious Rousby case had this case been tried in London, but as he was 10,000 miles away, he was not in a position to do so. What he believed to be the correct version of that case was that a rehearsal was going on at the Queen's Theatre at which Mr. Bandmann lifted up his hand and struck Mrs. Rousby to knock a book out of her hand. There were several witnesses to prove that Mrs. Rousby was knocked down and hurt, but the case was dismissed because Mrs. Rousby had shown her arm covered with bruises, which she alleged were caused by the defendant; and Mr. Bandmann called her servant to prove that many of the bruises were caused by a fall downstairs when that lady went home somewhat the worse for drink. Mr. Bandmann had, not said whether or not he had been proceeded against civilly in that case. That was his version of the case which, had he been in London,

he could have called a hundred witnesses to prove. It was the same with regard to another assault upon a woman. His old companion in Her Majesty's Customs in London, Mr. Crellin, had told him that he had knocked Herr Bandmann down for striking a woman. The London papers had also published another *extrait* of Herr Bandmann, in which he was protected by his wife, Miss Millie Palmer, from being lynched for striking a woman on the stage at Liverpool. These affairs were all well known, although he could not call witnesses here to prove them. Mr. Smith read the critique in "Men of the Time" on Mr. Bandmann, and he informed the jury that these notices of actors were simply advertisements, written by those who sent them, and paid for. As to the article of June 14th, Mr. Smith explained that it arose from the fact that on the day previous he was visiting a lady, when he was asked whether it was true that he had been kicked off the stage by Herr Bandmann the previous night. He was utterly astonished, and he made inquiries, from which he learnt that it was the reporter of the *Telegraph* who had been kicked off, but he afterwards found that it was a young Portuguese who had previously been in his employ but who had left some time before. This young man was kicked off the stage and told to take the kick to his master, accompanied with such terms applied to him (defendant) as "scoundrel," and the biggest blackguard in Hongkong. What would any man of spirit in his position have done with such statements being circulated throughout the colony concerning him? No, he would have gone to the Police Court? No, he (defendant) was publicly attacked, and he defended himself through the columns of his newspaper. If he established satisfactorily that he wrote this article for that purpose, to defend himself from these statements, and not for the express purpose of injuring or defaming the character of Mr. Bandmann, then his statement was privileged, as in the case of *Larigot v. the Bishop of Exeter* and *Maitland v. the Bishop of Exeter*, and he would be found to be in the right of not guilty. He did not know whether he should be allowed to produce it, but he had a letter from a gentleman in Shanghai who had gone to make arrangements to get a witness for him. That gentleman was subpoenaed, and he could produce a letter to show that Mr. Bandmann had written a letter to him beseeching him not to come.

Mr. Francis objected to this letter, and it was disallowed. Mr. Smith went on to make some remarks about Mr. Bandmann not being called as a witness when—

Mr. Bandmann said he was anxious to be put in the witness box, he was most anxious, and he had only refrained from giving evidence by the advice of his counsel.

His Lordship intimated to Mr. Smith that he could call Mr. Bandmann as a witness if he pleased, but the defendant declined to do so.

Mr. Smith went on to quote several cases from Russell on Crime in support of his contention with regard to privileged communications, and he endeavored to show that these decisions applied to his own case, and that his statements were privileged. He thought that the view his Lordship would take of the case in summing up the evidence to the jury. Unless it was made out that he knew these things were false, and that he wrote them maliciously, for the express purpose of injuring Mr. Bandmann, and nothing else, the verdict must be one of not guilty. He would ask his Lordship to lay down that the charge could not be maintained, if the statements made were made honestly, with the belief of their truth, and the burden of proof to the contrary lay upon the prosecution.

The *João José Barros* said—I am 19 years of age.

Defendant—An infant in the eye of the law, in fact.

Witness—I am a clerk to the American Novelty Co., and I was formerly a clerk to the *Hongkong Telegraph*, which I left some months ago. I remember the performance of "Narcisse" by Mr. Bandmann's Company at the City Hall on the evening of June 14th. I was present on that occasion. I paid in the usual way to get into the Theatre. During the first act I went behind the scenes and spoke to one of the actors there, whom I afterwards found to be Mr. Russell. I had some conversation with him. While I was conversing with Mr. Russell, I saw Mr. Hahn come down from the Dress Circle with a bouquet in his hand and hand it to Mr. Bandmann, asking him to be good enough to present it to Miss Beaudet at the end of the second act. Mr. Russell took the bouquet from Mr. Hahn's hand, and Mr. Bandmann took the bouquet and threw it on the ground. He then seized hold of Mr. Hahn, turned him out, and said "You have no business to be here, go and attend to your post." Mr. Hahn said "I don't come here to bother you, I was asked to present this bouquet to Miss Beaudet by a lady," and he then went away. As soon as Mr. Bandmann saw me, he came up and said "What do you want here, young man?" I replied, "Nothing, I am only looking at the performance." He said, "Where do you belong to?" and I said "The *Hongkong Telegraph*." Before I had said that, he seized me by the arm very violently. After I said that, he turned me out, taking me by the arm and pushing me down the stairs. While I was going down he said, "If the editor of the *Telegraph* comes to the stage, I will kick him out, he is the greatest blackguard in Hongkong." Those are the very words he used.

Defendant—Had you any reason for saying you were on the *Hongkong Telegraph*?

Witness—No, but I used to go behind the scenes when I was on the *Telegraph*.

If Mr. Bandmann ever kicked you off the stage would it be true? It would not be true. Cross-examined by Mr. Francis—I think it was about a week after this affair that I discovered I had been speaking with Mr. Russell, after he had been in the Police Court. Mr. Russell was in stage dress, and the performance was going on. I did not resist or struggle with Mr. Bandmann when he put me off the stage. When he got me to the top of the steps, he pushed me down. It did not fall upon my nose or fall or stumble at all. I made complaint of this at the Police Court. I was not authorised to state by any one that I went on to the stage for the *Telegraph* that night.

Mr. Charles Grant, examined by the defendant—deposed—I am manager to Messrs. Kelly and Walsh. I know Mr. Bandmann. We acted as agents to him in Hongkong, remembering the morning after Mr. Bandmann's performance of "Narcisse" you called at my place and met Mr. Bandmann there. Some conversation ensued between you and that gentleman. I understood him to ask you whether you were the critic of the *Hongkong Telegraph*. Mr. Bandmann asked you whether you thought it would be advisable to stop over the English wall for the fortnight, and you advised him to do so. I remember you suggested to him also that the *Hongkong* public had Shakspearian performance. You told Mr. Bandmann that his Company was weak. Mr. Bandmann got a piece of paper, and asked you to draft with him an express, which was sent out the following day. Mr. Bandmann and you were apparently on very good terms. I remember your stating you had received a letter severely criticising

Mr. Bandmann's performance of "Hamlet," and that the letter would appear in that afternoon's paper, and you told Mr. Bandmann that your criticism would be honest and fearless. When you left the office, you and Mr. Bandmann appeared to be on very good terms. Later on that day Mr. Bandmann called on me in the office. I was then reading the *Hongkong Telegraph*, and he asked me if I was reading that scurrilous letter which appeared in the paper. I think the term scurrilous was used to the letter and not to the paper at that time, but I cannot swear to it. He said he had read the letter, and he declined to read the criticism. He was indignant about the letter, and said he should withdraw the press privileges. He said he should withdraw the advertisement from the *Telegraph*, but he gave me no instructions about it. I did not withdraw the advertisement, as I considered that on Mr. Bandmann's arrival he had given me the power on his own hands. We ordered the advertisement in connection with Mr. Lewis, and we never withdrew it. I noticed that the advertisement appeared for the full period for which it was ordered. I remember meeting you at the Theatre the following Saturday night. I called you aside, as I thought it advisable to let you know Mr. Bandmann had withdrawn press privileges from you. The instructions I received were to send to the *China Mail* and *Daily Press* fresh cards of admission. I did not tell you that, but simply that Mr. Bandmann had expressed his intention of withdrawing press privileges. Mr. Bandmann gave me no reason for not sending a card to the *Telegraph*. To my knowledge, the ticket sent to the *Hongkong Telegraph* was not withdrawn. The ticket produced is the one, and I understood when I sent it to you that it was applicable for the whole season. I don't remember any communication with Mr. Bandmann as to the advertisement after that. The bill produced is the one I received from you for the advertisement. I referred you to Mr. Bandmann, and he stated that it was too much, and he refused to pay it. Defendant—May I put in this document?

His Lordship—You may put it in for what it is worth.

Defendant—I think it is a very important document.

His Lordship having read the document, permitted it to be read. It was a bill for advertising Mr. Bandmann's performances in the *Telegraph* of \$7.50. Mr. Bandmann had written on this bill that neither he nor his agent had ordered the advertisement, and he declined to pay more than he had paid the other papers, which was \$3. Let them pay what they ordered it.

Witness continued—I am unaware of the amount Mr. Bandmann paid the *Daily Press* and the *China Mail*.

Defendant—I suppose I can subpoena the *Daily Press* and *China Mail*, my Lord.

His Lordship—You may subpoena anyone you please.

Witness continued—I saw Mr. Bandmann after the performance of "Narcisse," and he told me that on the previous Saturday night he had kicked the reporter of the *Telegraph* off the stage.

I asked for particulars, and he told me that he saw a Portuguese on the stage, and asked him who he was and was told he was a reporter of the *Hongkong Telegraph*. Mr. Bandmann said "What! you are a reporter of the *Hongkong Telegraph*," and he took him by the neck and gave him a kick, telling him to pass it on to his master. Mr. Bandmann appeared to think he had done a very good thing and seemed quite triumphant. Mr. Lewis spoke to me on the same matter that day also. I remember seeing you on the steps of the Theatre when Mr. Russell and Juliet were played. You beckoned me, and asked me what all this was about the kicking case. I expressed my surprise to find you knew anything at all about it. Mr. Lewis was standing by, and I called his attention to the fact that you knew of it. I saw Mr. Bandmann at my office the next morning, and I told him Mr. Smith was aware of what he had said with regard to the kicking, and Mr. Bandmann said he was glad of it, and he wanted you to know about it. After the paragraph appeared in the *Telegraph* explaining the kicking, Mr. Bandmann again called at the office, and said he should prosecute you for libel. I advised him to take civil proceedings, but he said he did not care for damages, but he wanted to injure you. Mr. Bandmann has occasionally spoken to me of the *Telegraph*, which he had called a blackguard paper and to refuse to subscribe to it. We subscribe to and advertise in the *Telegraph*. I cannot say that Mr. Bandmann has ever abused you personally, but he has abused your paper.

Cross-examined by Mr. Francis—I had arrived from Shanghai before Mr. Francis had orders to publish advertisements. It was left to my discretion as to what papers I advertised in. I was not confined to two papers. I have not the order with me, but I have it at home and can bring it. The order was only to advertise two performances, and there was no question of continuing the advertisements for the four subscription performances. Mr. Bandmann took the matter in his own hands, and I did not advise him not to advertise in the *Telegraph*.

I certainly expressed an opinion that the letter in the *Telegraph* as to the performance of "Hamlet" was a scurrilous one, but I did not advise Mr. Bandmann to withdraw his advertisement; he said he should do so. Mr. Bandmann said he had kicked the Portuguese, and I did not hear Mr. Bandmann ever having said he had given Mr. Smith a moral kick out. During this time my firm was acting as agent to Mr. Bandmann.

Do you think as agent to Mr. Bandmann you were justified in giving his conversations to Mr. Smith?

Witness—Yes, I thought so.

His Lordship asked Mr. Smith how many more witnesses he had to call.

Mr. Smith said he had four more witnesses to call.

His Lordship said he thought it would then be advisable to adjourn the case at this stage until this morning.

The case was then adjourned.

The whole of to-day's evidence, His Lordship's summing up, and the verdict in this case will appear in our issue of to-morrow.

KIUKANG.

[FROM A CORRESPONDENT.]

11th July, 1882.

The foreign settlement and the greater part of the Chinese houses outside the city walls are flooded. Communication is effected principally by sampans and boats. The place looks now somewhat like a piece of China Venice—but, I believe, the greater part of the residents don't like it, as their compounds and gardens are under water. Only three foreign places in the middle of the Settlement are at present free from inundation. The water is still rising, and it keeps coming up at the rate of the last few days, not a spot of ground will be left dry. Let us hope, however, that this may not be the case. The bund, in consequence of the high water, was injured considerably. The weather keeps cool and pleasant; the thermometer shows between 78° and 83° Fahr.

Ice is a luxury which is this year only known here by the name. We manage it, however, and cook the meat at once and eat it cold; and for drinks, they have to be taken as they are. Nevertheless, all foreigners enjoy good health.

SHANTON.

[FROM A CORRESPONDENT.]

Great indignation is felt here in certain quarters at a sharp attack on one or two land speculating missionaries of this port, which appeared in your columns some time ago; some people go so far as to say that you have no business at all to meddle with the anti-ports; they say you had better mind a little more what is going on at your own so-called Model Settlement; some ill-natured people even say that at your own path there is a Reverend D.D. (D.D. means Doctor of Divinity in this instance I presume) living in French Town, I believe, who owns more property than our Rev. W. Ashmore, D.D. (Doctor of Divinity, of course; curious divinity indeed!). The same people go even so far as to state that houses of ill-fame (*horrible* *deux*) are kept on the property of the Reverend Doctor of your port. To guard against the possibility of discreditable insinuations being thrown out against wrong parties, I may state that the party named is down on the proposed tramway; he will, "tear it up," if it passes by his chapel; probably it would interfere with his religious exercises, or disturb him when he is counting his Missions. *O tempora, o mores!* It is very true indeed that, as a general rule, at least, Missionaries are not sent to China by their supporters for the purpose of making fortunes; but if they can manage to make dollars, why should they not? I have heard where the cash comes from, *pecunia non olet*. What a terrible world this is to make such detestable statements about some "Reverend" people! It is stated that the Shanghai Reverend *deux* person in question belongs to the same great Republic as our own local muddy Reverend; I mean the Republic which was invented on the glorious fourth of July by Christopher Washington and Commodore George Columbus, some years ago. Now you Shanghai people please don't throw stones if you happen to live in glass houses.

The weather is pleasant now, but warm. Times are dull. A number of sailing vessels in port without any remunerative freight offering.

SHANGHAI.

The Chinese were exhibiting their electric light at Woosung last night. It could be seen very distinctly from Broadway.

The Electric Light Company have put up two more lamps in the Settlement, one at Messrs. Hall and Holtz' store, and the other at Messrs. Miller's.

The rainy season of this year has been felt apparently more in the interior of Shanghai than on the coast. We hear that the flush of water on the Whangpo is so great that the vessels in the upper sections have not swung to the tide. A similar state of affairs occurred, we believe, in 1867, when, for a week, the shipping were unable, through the excessive rains, to keep with the tide. The *Daily News*, as usual, for it is the exception and not the rule for it to report anything correctly—is entirely wrong in its statement regarding the action taken by the Shanghai Missionaries on the Opium Memorial. They have not "declined" for good and sufficient reasons to sign the document in question; nor has the memorial been "abandoned." The memorial has been returned to Peking with the suggestion that it be put in a different form. This will, of course, be complied with and all missionaries will then doubtless sign it.

The *Taipei*, which arrived here to-day, reports that the water at Kiukang has risen to an alarming extent, and great loss of life is anticipated in the interior of the country. The advice received confirm our Kiukang report of yesterday, which stated that nearly the whole of the Settlement was under water. If the water continues to rise, apprehensions are felt that the most serious consequences will ensue. At Hankow the water on the 12th instant had reached to within six inches of the level of the Bund, and this alone is of a most alarming nature.

In our advertising columns will be found the abridged prospectus of "The Co-operative Cargo Boat Company of Shanghai." The object of this new association is to acquire from the Yangtze Cargo Boat Company their 16 cargo boats and one steam tug and the goodwill of the business, which has been successfully worked by them since 1865. It is also proposed to increase the fleet of boats by having new iron ones built either by Messrs. Lloyd and Company or Messrs. S. C. Fairbank and Company. The capital is £15,000,000 in 1,000 shares of £15,000 each; £15,000 payable on application, and the balance on allotment. The Company, as its name indicates, is to be conducted on co-operative principles.

TIENTSIN.

[FROM OUR CORRESPONDENT.]

July 17th, 1882.

H.E. Mr. von Brandt and Mr. Arendt and staff returned to-day from Chefoo; the latter from Korea via Chefoo; it is said the German Treaty has been signed.

The Chinese and Korean Trading Regulations have been arranged, and the Customs' Tadaul here has given an invitation to Chinese merchants to go and inspect themselves as to what trade could be done there, placing a man-of-war at their disposal to convey them there and back. The Chinese consider it a very liberal act on the part of the Tadaul.

It is definitely decided by Li-Hung-chang, who framed the Foreign and Korean Treaty, that Korea is not to admit opium or missionaries, which conditions have been accepted by the United States and Great Britain, and it is said by Germany also. France has refused in regard to the missionary clause.

8th July.

Mr. and Mrs. Brennan have arrived; Mr. Brennan is H.B.M. Consul for this port. It is said that Mr. Bullock goes home on leave, which he has well earned. He has made himself respected by all foreigners and Chinese. It is said here that when he called on Li-Hung-chang in regard to the negotiation of the United States and Korea Treaty and frankly spoke out his mind, Li-Hung-chang said something about his being only an Acting Consul, to which Mr. Bullock replied that that was true enough, but acting though he was he was a God, and that his action should be respected and complied with, and that it is so has been seen by the various cases he has had with the Chinese officials, which were at once attended to; it was different with the former Consul, whom the Chinese officials kept waiting under some kind of plea. Anyhow, Mr. Bullock has proved that his frank manner and determined will has gained him friends among the Chinese officials, who together with the foreign residents wish him a God speed wherever he may go.

It is said that Mr. Kien-tsing is returned from Corea and that the Chinese Trading Regulations with Corea are not yet definitely arranged.

It is said that H.B. Majesty has been pleased to decorate H.E. Li-Hung-chang, Chen late Customs' Tadaul, Ma Kien-tzung, Mr. Low and Chun Lai-sun—what for the Chinese do not know, but the decorations may perhaps come from His Danish Majesty, on account of the negotiation of the telegraph from Shanghai to Tientsin.

"THAMES-STREET INDUSTRIES," by Percy Russell. This illustrated Pamphlet on Perfumery, &c., published at 6d., may be had gratis of any Chemist or dealer in perfumery in the World, of JOHN GOSNELL & Co., London.—[ADVT.]

To-day's Advertisements.

FOR PRIVATE SALE.

MARINE LOT No. 65, containing Four Substantially Built HOUSES and Four Large GRANITE GODOWNS in the Praya East and 17 CHINESE HOUSES in Queen's Road East. The above Property will be Sold in one Lot or in separate Lots of one HOUSE and 1 GODOWN in a Lot, and the 17 HOUSES in another Lot.

For Price and Particulars, apply to LEONG LUEN PO, or to J. M. GUEDES, Auctioneer.

Hongkong, 19th July, 1882. [510]

Antimations.

CHIE N A M.

GOLD AND SILVERSMITH, WATCH MAKER

F. N. G. R. A. V. E. R.

WATCHES CLEANED AND REPAIRED

ALL WORK GUARANTEED.

JEWELRY MADE AND REPAIRED.

No. 75, WELLINGTON STREET, HONGKONG.

[214]

L I N G S H I N G.

BOOT AND SHOE MAKER,

No. 5, WELLINGTON STREET, HONGKONG.

[214]

THE CHEAPEST SHOP IN THE TRADE

Materials and Workmanship Guaranteed.

Special experience in making Gentlemen's RIDING BOOTS.

Hongkong, 4th April, 1882. [207]

NOTICE.

THE Undersigned has all kinds of House and Ship COAL, for Sale in large or small quantities at Moderate Prices. Strong and Commodious small steamers on hire for towing purposes. Rescues, &c., &c., CHEAPER than any other House in the Trade.

Apply to HING LEE, 37, Tung Man Lane.

Hongkong, 12th April, 1882. [227]

W I N G T Y L O O N G.

HAS FOR SALE

PRIME Mess Pork and Beef, 20lbs. in Barrel.

Boiled and Roast Beef and Mutton, Soup and Bouilli, American Hams, Bacon, Codfish, Cracked Wheat, Ham, fresh white and red Beans, Assorted Fruits and Sops, Ham Sausages, Salmon Belles, Mackerell, Steeps Tongues, Choice Tripe, Caviar, Clam, Chord, Lobsters, Oysters, Corn Meal, and every description of O'Brien's stores at moderate prices.

No. 39, HING LOONG STREET, HONGKONG, 15th May, 1882. [299]

W A L L O O N G.

ESTABLISHED 1865.

GOLD AND SILVER SMITH AND JEWELLER.

DEALER IN

PONGEE Silk Dresses, Crape Shawls, Gazes, Ivory, and Lacquered Ware, Mattings, &c., &c. Porcelain, Fans, Curios, Bristles, Human Hair, and specially selected Feathers always on hand at Moderate Prices, quality guaranteed.

No. 66, QUEEN'S ROAD CENTRAL, HONGKONG, 2nd June, 1882. [399]

S U N S H I N G.

DEALER IN SILKS.

CANTON and Shanghai Gauzes, Crape Shawls, Lacquered and Ivory Wares, Curios, &c., &c. The best house in the trade for high-class Curios, GOLD and SILVER JEWELRY of the most artistic designs, Engraving on Stamps, Seals, &c., &c. The public and Travellers are invited to inspect the show rooms.

No. 62, QUEEN'S ROAD, CENTRAL, HONGKONG, 1st May, 1882. [298]

A H O Y.

HOY LEE.

MERCHANT TAILOR, HAT, & CAP MAKER.

HAS for Sale, every description of Gentle-men's Scarves, Collars, Ties, Socks, Hats, &c., &c. Dealer in Chinese Silks of all kinds; Bamboo Blinds and Matting. Special attention given to the Tailoring Department. A perfect fit and best workmanship guaranteed. At the newest patterns.

No. 115, QUEEN'S ROAD CENTRAL, HONGKONG, 16th May, 1882. [347]

S A M H I N G, (S T U L T Z).

MERCHANT TAILOR AND OUTFITTER,

HAT AND CAP MAKER.

IMPORTER of every description of Gentle-men's Scarves, Collars, Ties, Socks, Hats, &c., &c. Dealer in Chinese Silks of all kinds; Bamboo Blinds and Matting. Special attention given to the Tailoring Department. A perfect fit and best workmanship guaranteed. At the newest patterns.

No. 49, and 51, QUEEN'S ROAD CENTRAL, HONGKONG, 1st May, 1882. [302]

S Z H I N G.

TAILOR.

DEALER in all kinds of Drapery, Silk Handkerchiefs, Embroidered Shawls, &c., &c. Ladies material made up, and a perfect Fit Guaranteed at Moderate Charges.

MATTING AND MANILA CIGARS, FOR SALE.

No. 76, WELLINGTON STREET, HONGKONG, 12th April, 1882. [228]

NOTICE.

ARRANGEMENTS have now been completed which will enable this Office to undertake all kinds of JOB PRINTING, including DIRECTORS' REPORTS, BOOKS, PAMPHLETS, BALL ROOM and VISITING CARDS, PROGRAMMES, DEBIT NOTES, LABELS, PROGRAMMES OF ENTERTAINMENTS, TRADE CIRCULARS and REPORTS, &c., &c.

Accuracy and Best Workmanship guaranteed at the lowest possible rates.

"HONGKONG TELEGRAPH" OFFICE, 6, Peddar's Hill, 1st March, 1882.

Antimations.

WILLIAM DOLAN.

SAIL-MAKER & SHIP-CHANDLER,

22, PRAYA CENTRAL.

COTTON DUCKS, HEAVY CANVAS,

MANILA ROPE, AMERICAN

OAKUM, LIFE BUOYS,

CORK JACKETS, &c., &c., &c.

Hongkong, 1st May, 1882. [294]

G. FALCONER & CO.

WATCH AND CHRONOMETER

MANUFACTURERS

AND

JEWELLERS.

NAUTICAL INSTRUMENTS,

CHARTS AND BOOKS.

No. 46, QUEEN'S ROAD CENTRAL. [434]

DE SOUZA & CO.

PRINTERS, STATIONERS, AND

BOOKBINDERS,

BAGGAGE STREET.

EVERY KIND OF WORK EXECUTED WITH

ACCURACY, NEATNESS, AND DESPATCH

ON

VERY MODERATE TERMS.

SELECTED MATERIALS FOR

MARKET REPORTS.

Book-binding and Ruling in every style executed at low rates. Workmanship Guaranteed.

Perforating and Numbering Machines, and all other appliances for Book-binding in first rate working order.

PROGRAMMES, CIRCULARS, VISITING, AND MENU CARDS, &c., &c., AT LOWER PRICES THAN ANY HOUSE IN THE TRADE.

EXPRESSES ISSUED THROUGHOUT THE COLONY AT ONE DOLLAR.

Books, Machine-made, of every description made to order.

A varied stock of specially selected Stationery always on hand.

Hongkong, 15th June, 1882. [436]

WILLIAM SCHMIDT & CO.

GUNMAKERS AND AMUNITION

DEALERS.

BEACONSFIELD ARCADE.

Arms, Ammunition, and Requisites of every description.

Arms Repaired, Cleaned, or Converted at moderate charges.

Sporting Guns and Ammunition always on hand.

[28]

CHS. J. GAUPP & CO.

CHRONOMETER, WATCH, AND

CLOCK-MAKERS,

JEWELLERS, SILVERSMITHS, AND

OPTICIANS.

CHARTS AND BOOKS.

SOLE AGENTS

for Louis Audemars' Watches; awarded the highest Prizes at every Exhibition; and for Voigtlander and Sohn's CELEBRATED OPERA GLASSES, MARINE GLASSES, AND SPYGLASSES.

No. 38, QUEEN'S ROAD CENTRAL. [447]

HAIR DRESSING SALOON

HONGKONG HOTEL.

W. P. MOORE begs to inform the Gentle-men of Hong

Commercial.

THIS DAY, FOUR P.M.

Business in the share market is still very slack. Since last writing there have been enquiries for Banks at 120 per cent. premium, for cash and end of the month, and there are still buyers at that price. Chinese Insurances have changed hands at 200 per cent. Other stocks require no special comment.

SHARES.

Hongkong and Shanghai Bank—120 per cent. premium, buyers.
Union Insurance Society of Canton—\$1,625 per share, ex. div. buyers.
China Traders' Insurance Company—\$1,675 per share, buyers.
North China Insurance—Tls. 1,225 per share, ex. div.
Canton Insurance Company, Limited—\$80 per share.
Yangtze Insurance Association—Tls. 870 per share.
Chinese Insurance Company—\$230 per share, ex. div. sales and buyers.
On Tai Insurance Company, Limited—Tls. 150 per share.
Hongkong Fire Insurance Company—\$385 per share, buyers.
China Fire Insurance Company—\$320 per share, sales.
Hongkong and Whampoa Dock Company—48 per cent. premium.
Hongkong, Canton, and Macao Steamboat Co.—\$32 per share premium, sellers.
Hongkong Gas Company—\$85 per share.
Hongkong Hotel Company—\$103 per share.
Indo-China Steam Navigation Company, Limited—3 per cent. premium.
China Sugar Refining Company, Limited—\$175 per share, buyers.
China Sugar Refining Company (Debtentures)—3 per cent. premium.
Luzon Sugar Refining Company, Limited—\$129 per share, buyers.
Hongkong Ice Company—\$134 per share, buyers.
Hongkong and China Bakery Company, Limited—\$60 per share.
Chinese Imperial Loan of 1878—14 per cent. prem. ex. int.
Chinese Imperial Loan of 1881—23 per cent. prem.

EXCHANGE.

ON LONDON.—
Bank Bills, on demand 3/8
Bank Bills, at 30 days' sight 3/9
Bank Bills, at 4 months' sight 3/9 1/2
Credits, at 4 months' sight 3/9 1/2
Documentary Bills, at 4 months' sight 3/9 1/2

ON PARIS.—
Bank Bills, on demand 47 1/2
Credits, at 4 months' sight 48 1/2
ON BOMBAY.—Bank, T.T. 224 1/2
ON CALCUTTA.—Bank, T.T. 224 1/2
ON SHANGHAI.—
Bank, sight 72 1/2
Private, 30 days' sight 73 1/2

OPIUM MARKET.—THIS DAY.

NEW MALWA (without choice) per picul, \$620 (Allowance, Taels 64).
OLD MALWA (without choice) per picul, \$680 (Allowance, Taels 24).
NEW PATNA (without choice) per chest, \$600.
NEW PATNA (bottom) per chest, \$602 1/2.
OLD PATNA (without choice) per chest, \$605 1/2.
OLD PATNA (first choice) per chest, \$607 1/2.
OLD PATNA (second choice) per chest, \$602 1/2.
OLD PATNA (bottom) per chest, \$570.
NEW BENARES (without choice) per chest, \$555.
NEW BENARES (bottom) per chest, \$557 1/2.
OLD BENARES (without choice) per chest, \$540.
OLD BENARES (bottom) per chest, \$542 1/2.
PRISIAN (without choice) per picul, \$400.

HONGKONG TEMPERATURE.

(From Messrs. FAIRBANKS & CO.'S REGISTER.)
Barometer—4 P.M. 29.74
Thermometer—4 P.M. (at 5 ft.) 78
Thermometer—4 P.M. (at 10 ft.) 78
Thermometer—4 P.M. (at 15 ft.) 77
Thermometer—4 P.M. (at 20 ft.) 77
Thermometer—9 A.M. 78 1/2
Thermometer—9 A.M. (at 5 ft.) 78 1/2
Thermometer—9 A.M. (at 10 ft.) 78 1/2
Thermometer—9 A.M. (at 15 ft.) 78 1/2
Thermometer—9 A.M. (at 20 ft.) 78 1/2
Thermometer—1 P.M. (at 5 ft.) 81
Thermometer—1 P.M. (at 10 ft.) 81
Thermometer—1 P.M. (at 15 ft.) 81
Thermometer—1 P.M. (at 20 ft.) 81
Thermometer—5 P.M. (at 5 ft.) 81
Thermometer—5 P.M. (at 10 ft.) 81
Thermometer—5 P.M. (at 15 ft.) 81
Thermometer—5 P.M. (at 20 ft.) 81

CHINA COAST METEOROLOGICAL REGISTER.

THIS DAY'S TELEGRAMS.
Barometer—Hong Kong, 29.74; Amoy, 29.74; Shanghai, 29.74; Nagasaki, 29.74.
Thermometer—Hong Kong, 78; Amoy, 78; Shanghai, 78; Nagasaki, 78.
Direction of Wind—Hong Kong, S.W.; Amoy, S.W.; Shanghai, S.W.; Nagasaki, S.W.
Force of Wind—Hong Kong, 3; Amoy, 3; Shanghai, 3; Nagasaki, 3.
Dry Thermometer—Hong Kong, 82.0; Amoy, 82.0; Shanghai, 82.0; Nagasaki, 82.0.
Wet Thermometer—Hong Kong, 78.0; Amoy, 78.0; Shanghai, 78.0; Nagasaki, 78.0.
Hour's Rain—Hong Kong, 0.0; Amoy, 0.0; Shanghai, 0.0; Nagasaki, 0.0.
Quantity Fallen—Hong Kong, 0.0; Amoy, 0.0; Shanghai, 0.0; Nagasaki, 0.0.

Shipping.

ARRIVALS.

July 18, KHEIDIE, British steamer, 2,123, P. S. Tendin, Shanghai 15th July, Mails and General.—P. & O. N. Co.
July 18, TAY-WAT, Siamese bark, 656, Schmidt, Bangkok and July, Rice.—Chinese.
July 19, HONGKONG, British steamer, 958, J. B. Fryer, Canton 18th July, General.—Siemens & Co.
July 19, NAMOA, British steamer, 862, G. Westoby, Foochow 14th July, Amoy 15th, and Swatow 18th, General.—D. Lapraik & Co.
July 19, PERKING, British steamer, 954, Drewes, Shanghai 16th July, General.—Siemens & Co.

CLEARANCES AT THE HARBOUR OFFICE.

Lydia, German steamer, for Hamburg.
Furness Abbey, American ship, for Bhoile.
Alara, British bark, for Foochow.

DEPARTURES.

July 18, CHINA, German steamer, for Swatow.
July 18, ATLANTA, German ship, for Saigon.
July 18, ST. ANNE, Siamese bark, for 11th June.
July 18, ARHIA, British steamer, for Singapore and London.
July 19, CHENG HOCK KIAN, British steamer, for Swatow and Amoy.

PASSENGERS—ARRIVED.

Per Khedive, str., from Shanghai.—Messrs. Hotellier, Cronow, G. Platts, C. Bond, Mr. and Mrs. Young 2 and servants, and to Chinese.
Per Namoa, str., from Foochow, &c.—Mr. and Mrs. Alfred, Messrs. Bridgeman, Ramsey, Kika, and 105 Chinese.
Per Peking, str., from Shanghai.—36 Chinese.

REPORTS.

The Siamese bark *Tay-wat* reports left Bangkok on the 2nd instant. Had unsettled weather and laid squalls.
The British steamship *Peking* reports left Shanghai on the 16th instant, and arrived at Hongkong on the 19th at noon. Had fresh Easterly wind and fine weather the first part of the passage. The latter part moderate S.E. wind and squally weather.

The British steamship *Namoa* reports left Foochow on the 14th instant. Experienced moderate winds and dull weather to Amoy. Left Amoy on the 15th at 5 P.M. Weather unsettled, and barometer 29.75. Came to port on anchor, in outer harbour, as weather appeared threatening and barometer falling. At 8 P.M. wind increased to a gale force, and veering from E.N.E. to E. and S.E. At 10.30 P.M. wind decreasing; at 4 A.M. moderate breeze and cloudy weather, hove up and proceeded to Swatow, sighted Swedish brig *Kristina Nilsson*, dismantled off Chupel Island, and towed her in to Amoy. Left Amoy at 1 P.M. for Swatow. Passed quantity junk wreckage, and a ship off Kioh Island, with main topmast gone. Arrived in Swatow on the 17th, and left again on the 18th. Passed the steamship *Kwantung* off Breaker Point. In Foochow the steamships *Chadwick* and *Alara* called. In Amoy the steamships *Castella* and *Carthage*. In Swatow the steamships *Wanchow*, *Tientsin*, *Ching-tung*, *Yue-shin*, *Sewoo*, and *Fokien*.

SINGAPORE SHIPPING.

July—
4, E. Aceame, Italian bark, from Samarang.
4, Macabee, Italian bark, from Cardiff.
4, Ban S. Heng, Brit. sch., from Pontianak.
4, Yorkshire, British steamer, from London.
4, Salvador, Spanish steamer, from Manila.
5, Ban W. Soon, British str., from Pontianak.
5, Rainbow, British steamer, from Malacca.
5, Zambesi, British steamer, from Hongkong.
5, Natal, French steamer, from Marseilles.
5, Wandram, German str., from Antwerp.
5, Antenor, British steamer, from Hongkong.
5, Atholl, British steamer, from Hongkong.
5, G. G. Loudon, Dutch str., from Penang.
5, Ban Y. Seng, British str., from Bangkok.
5, Bentan, British steamer, from Penang.
5, Sissie, British steamer, from Palembang.

DEPARTURES.

July—
4, Electra, German steamer, for Hongkong.
5, Rainbow, British steamer, for Malacca.
5, Penang, British steamer, for Samarang.
5, Hong Ann, British steamer, for Labuan.
5, Borneo, British steamer, for Labuan.
5, Norden, Danish steamer, for Penang.
5, E. Aceame, Italian bark, for Penang.
5, Mary Smith, British sch., for Mauritius.
5, Emire, French steamer, for Batavia.
5, Inouaduy, French steamer, for Marseilles.
5, Ban W. Soon, British steamer, for Biliton.
5, S. Wengsee, German str., for Bangkok.
5, Bangkok, British steamer, for Bangkok.
5, Salvador, Spanish steamer, for Manila.
5, Trus, German steamer, for Rangoon.
5, Somerset, British steamer, for Cheribon.
5, Atholl, British steamer, for Penang.
5, Antenor, British steamer, for London.
5, Sissie, British steamer, for Muntok.
5, Fernow, British steamer, for Rangoon.
5, Nijni Novgorod, Russian str., for Odessa.

VESSELS EXPECTED AT HONGKONG.

(Corrected to Date).
Rossini, London April 22
Caroline Behn, Hamburg April 23
Marina, London April 27
Herschel, Middleborough April 28
Ida, Penarth May 4
N. Hoynton, New York May 4
Ruthin, Penarth May 8
City of Benares, Penarth May 8
Mommusen, Brengelhaven May 15
Meteor, New York May 16
Rosini, Cardiff May 19
P. G. Carvill, Cardiff May 20
Friederike, London May 22
Gustav Oscar, Cardiff May 30
Benelux (s.), Greenock June 1
Daphne (s.), Trieste June 1

MAILS EXPECTED.

THE ENGLISH MAIL.
The P. & O. Co.'s steamer *Thibet*, with the next English mail left Singapore on Saturday last, the 15th instant at 6 A.M., and may be looked for about noon on Thursday.
THE AMERICAN MAIL.
The P. M. S. Co.'s steamship *City of Tokio* left San Francisco on the 1st instant, and is due here on or about the 29th.

STEAMERS EXPECTED.

The "Ben" line steamer *Reindeer* left Singapore for Hongkong on the 15th instant, and is due here about the 21st.
The Eastern and Australian Steamship Company's steamer *Catterthun* left Port Darwin for Hongkong on the 13th instant, and may be expected here about the 24th.
The O. S. S. Co.'s steamer *Glaucus* left Singapore on the morning of the 17th instant, and may be expected here about the 24th.
The Eastern and Australian Steamship Company's steamer *Memur* left Cooktown for Hongkong on the 12th instant, and may be expected here about the 26th.
The steamer *Vortigen* left Sydney on the 16th instant, and may be looked for here on or about the 13th August.

SHIPPING IN HONGKONG.

STEAMERS.

July 6, ARRATON AFAR, British str., 1,303, Macavish, Calcutta 22nd July, Penang 28th, and Singapore 30th, General.—D. Sassoon, Sons & Co.
July 15, ASHINGTON, British steamer, 809, MacDonald, Bangkok 8th July, General.—Siemens & Co.
July 16, BANGALORE, British steamer, 1,309, Hassall, Yokohama 8th July, Kobe, and Nagasaki, General.—P. & O. S. N. Co.
July 14, CHINKIANG, British steamer, 799, S. M. Orr, Canton 13th July, General.—Siemens & Co.
June 29, CLIFTON, British steamer, 1,717, H. F. Holt, Newcastle 6th June, Coals.—Ilford Co., Limited.

September 28, CONQUEST, British steamer, 315, Jandine, Matheson & Co.
July 16, CONSOLATION, British steamer, 764, R. Young, Hongkong 6th July, Rice and General.—Yuen Fat Hong.
July 14, CUPRIC, British steamer, 4,366, W. H. Kidley, San Francisco 17th June, and Yokohama 8th, Mails and General.—O. & O. S. N. Co.
Fame, British steamer, 117, Stopani (tug plying) Hongkong and Whampoa Dock Co.
July 16, FELLING, British steamer, 754, W. Allison, Saigon 11th July, Rice.—Captain.

April 14, HONGKONG, British steamer, 67, Kwok Achong & Sons.
Dec. 19, JOHANNA, Spanish steamer, 654, Marquies-R. Mourenie—Cosmopolitan Dock.
July 10, LIRA, British steamer, 640, Lewis, Nagasaki 4th June, Coals.—Arnhold, Karberg & Co.
July 17, LYDIA, German steamer, 1,160, Paulsen, Foochow 15th July, General.—Siemens & Co.

July 7, Li Tai, Annamite steamer, 1,000, Li Ton Tack.—Captain.
July 16, NIKATA MARU, Japanese str., 1,092, J. Wyun, Kobe via Nagasaki 11th July, General.—Mitsui Bishi M. S. S. Co.
July 16, ODIS, Norwegian steamer, 959, Sorensen, Hiothow 14th July, General.—C. M. S. N. Co.
July 10, PANG, Spanish steamer, 284, F. Uribe, Manila 7th July, Ballast.—Remedios & Co.

July 9, PICCOLA, German steamer, 875, Thos. Nissen, Swatow 8th July, Ballast.—Wiel & Co.
July 17, SALTIER, French steamer, 323, Baird, Huphous 15th July, General.—Sing Loong.
Nov. 24, SEA COUL, American steamer, 48, Hayden—China Traders' Insurance Co.
July 10, SUMATRA, British steamer, 1,466, S. Fairclough, Bombay 21st June, and Singapore 4th July, General.—P. & O. S. N. Co.
July 17, WM. MACKINSON, Dutch steamer, 701, J. Ordiel, Batavia 1st July, and Saigon 12th, General.—Jardine, Matheson & Co.

June 23, VOITUNG, British steamer, 286, H. Kennett, Quingai 19th June, General.—Kwok Achong & Sons.

SAILING VESSELS.

July 13, ALBATROSS, German schooner, 219, Brimosa, Whampoa 12th July, General.—Siemens & Co.
June 29, ALEXA, British bark, 424, G. Robb, Wellington, (N.Z.), 24th April, General.—J. B. Hutchison.
May 20, ALVA, Portuguese ship, 632, E. de Souza, Singapore 24th April, General.—Brandao & Co.

July 7, ANNE, German 3-m. schooner, 345, A. H. Moller, Kampui 26th June, Mangrove Bark.—Melchers & Co.
June 26, ARCHOS, British bark, 448, E. W. Holliday, Kuala (N. Borneo) 15th June, Ballast.—Carlowitz & Co.
July 13, CATHERINE MARDEN, British 3-m. sch., 287, Marden, Newchwang 5th June, Beans and General.—Wiel & Co.

July 16, CHARITE, French bark, 255, Leroy, Newchwang 11th June, Beans.—Carlowitz & Co.
July 15, CHRISTIAN, German schooner, 250, C. Kossow, Newchwang 10th June, Beans.—Wiel & Co.
June 23, EMILEM, British ship, 1,152, W. Roberts, Cardiff 23rd February, Coal.—P. & O. S. N. Co.

July 13, FANO, Danish brig, 277, M. N. Mortensen, Newchwang 17th June, Beans.—Ed. Schellhass & Co.
June 28, FURNES AMBY, American ship, 1,083, G. Guest, Honolulu 22nd May, Kerosine Oil and Coal.—Russell & Co.
July 2, GRESNE BRONS, German bark, 401, F. von Trumbach, Newchwang 1st June, General and Beans.—Wiel & Co.

June 15, GRECIAN, American ship, 1,677, Dunbar, Cardiff 21st February, Coals.—Russell & Co.
July 12, HANSA, German bark, 499, Dencker, Hamburg 26th February, General.—Order.
June 14, HEALING, Swedish bark, 289, F. Lonngren, Tourn 8th June, Coal.—Ed. Schellhass & Co.
June 18, HENDERICK, German 3-m. sch., 165, H. Ugen, Port Natal 18th April, Ballast.—Turner & Co.

June 5, JUPITER, German bark, 680, F. Ulrich, Batavia 6th May, General.—Arnhold, Karberg & Co.
July 17, LUCKY, Siamese bark, 424, E. Sequeira, Bangkok 27th June, General.—Chinese.
June 26, LUCY A. NICKELS, Amer. ship, 1,370, D. Nickels, New York 23rd February, Kerosine Oil.—Russell & Co.

July 5, MARIE LOUISE, German bark, 442, A. Crichen, Newchwang 8th June, Beans.—Wiel & Co.
July 15, MELROSE, American ship, 997, C. A. French, Newcastle 3rd April, Coals.—Russell & Co.
June 25, NEMEMATH GIBSON, American bark, 741, F. C. Bailey, Batavia 9th June, Ballast.—Russell & Co.

July 16, PAUL JONES, American ship, 1,258, E. A. Gerrish, New York 23rd March, General.—Frazar & Co.
June 7, PAULI, German bark, 744, Klefth, Hamburg 16th December, General.—Carlowitz & Co.
July 12, PEIHO, German bark, 433, G. Lamcken, Newchwang 21st June, Beans.—Arnhold, Karberg & Co.

July 17, P. J. CARLETON, American bark, 986, J. A. Ansbury, Cardiff 2nd February, Coal.—Order.
July 15, PRINCESS SARAPHI, Siamese bark, 454, W. Munchau, Bangkok 25th June, Rice.—Carlowitz & Co.
July 11, RAVEN, British bark, 343, Whiting, Newchwang 11th June, Beans.—Ed. Schellhass & Co.

Feb. 2, R. T. CLAYTON, American bark, 240, Thomas Davies, Leguamance 23rd Dec., and Santa Cruz 24th January, Lumber.—Order.
July 15, S. R. BEARER, American bark, 607, A. D. Barnard, Newcastle 5th May, Coal.—Ed. Schellhass & Co.
July 5, SYMNIOTTE, British bark, Olsen, Bangkok 19th June, Rice and Sapanwood.—Chinese.

April 23, SPARTAN, American schooner, 85, C. Vincent, Ladrones 10th April, Ballast.—W. H. Ray.
June 9, SUSANNE, German ship, 1,433, H. Finks, Cardiff 30th January, Coal.—Melchers & Co.

HONGKONG—SAILING VESSELS.

(Continued.)

July 5, THOON KRAMON, Siamese bark, 475, T. W. Vorath, Bangkok 24th June, Rice.—Siemens & Co.
June 15, WALLS CASTLE, British bark, 625, H. A. Brown, Manila 6th June, Timber.—Captain.
June 19, WRECKER, American lorch, 60, Henderson, Yap 26th May, Copra.—Captain.

WHAMPOA.

June 20, FLORENCE NIGHTINGALE, British bark, 464, John G. McArthur, Saigon 10th June, Salt and Sapanwood.—Soy Sing.
June 12, PELLIAM, British bark, 340, Agnew, Freemantle, W.A. 22nd March, Sandalwood.—Wiel & Co.

CANTON.

July 17, AMOY, British steamer, 814, C. Herrmann, Shanghai 13th July, General.—Siemens & Co.
July 17, MEI-FOO, Chinese steamer, 1,284, Petersen, Shanghai 13th July, General.—C. M. S. N. Co.

RIVER STEAMERS.

Ichagg, British steamer, 700, Ogston.—Butterfield & Swire.
Kiu-king, British steamer, 617, T. Benning.—Hongkong, Canton, & Macao Steamboat Co.
Kiang-ping, Chinese steamer, 160, Holmes.—C. M. S. N. Co.
Kiung-chow, British steamer, 159, Goggin.—Kwok Achong & Sons.

Powan, British steamer, 1,890, A. Benning.—Hongkong, Canton, & Macao Steamboat Co.
Spark, British steamer, 140, Hoyland.—Hongkong, Canton, & Macao Steamboat Co.
White Cloud, British steamer, 280, Cary.—Hongkong, Canton, & Macao Steamboat Co.
Yot-sai, British steamer, 180, McDougall.—Kwok Achong & Sons.

AMOY.

In Port on 10th July, 1882.

Chloris, German bark, 334 (Matzen)—H. A. Petersen & Co.
Eden, British bark, 312 (J. Naim)—Pascedag & Co.
F. C. Sieben, German bark, 641 (N. C. Dahl)—H. A. Petersen & Co.
Helene, British bark, 433 (Inkster)—Boyd & Co.
Helene, German bark, 263 (Thomsen)—H. A. Petersen & Co.

Kristina Nilsson, Swedish brig, 281 (Petersen)—H. A. Petersen & Co.
Peter, German brig, 241 (P. Holm)—H. A. Petersen & Co.
Presto, British bark, 384 (Edwards)—Boyd & Co.
Velox, Dutch bark, 240 (Wilken)—H. A. Petersen & Co.
Wagrien, German schooner, 119 (A. Debbena)—H. A. Petersen & Co.

FOOCHOW.

In Port on 9th July, 1882.

Irazu, British bark, 327 (Pearce)—Gilman & Co.

SHANGHAI.

In Port on 14th July, 1882.

Alex. Newton, British bark, 308 (Newton)—G. G. Hopkin.
Anguda, British bark, (Green)—Melchers & Co.
Anglo Indian, British bark, 444 (Knight)—Drysdale, Ringer & Co.
Argos, British brig, 289 (Johnson)—Nils Moller.
Brenda, British brig, 291 (Swenson)—Mackenzie & Co.

Channel Queen, British bark, 358 (Le Lacheur)—Ed. Schellhass & Co.
Cingalee, British bark, 336 (Pringle)—Siemens & Co.
City of Halifax, British bark, (Evans)—C. & J. Trading Co.
Corea, British bark, 581 (Lay)—E. D. Sassoon & Co.

Earl of Elgin, British bark, 979 (Morrison)—S. C. Farnham & Co.
Evangeline, British bark, 345 (Bell)—Fung Shing.
Fantasia, British bark, 696 (Bou)—Captain.
Flodden, British bark, 337 (Henderson)—Forrester, Lavers & Co.

Francisco, German bark, 368 (Huck)—Siemens & Co.
Hermann, German bark, 923 (Osbermann)—Melchers & Co.
Hilda, British bark, 366 (Hemming)—Nils Moller.
Kishon, British bark, 491 (Howell)—Russell & Co.
Lady Douglas, British bark, 393 (Steepe)—Jardine, Matheson & Co.

Narwhal, British ship, 1,327 (Webster)—Melchers & Co.
Obed Baxter, American ship, 916 (Baxter)—C. & J. Trading Co.
Occident, British bark, 320 (Nogray)—Adamson, Bell & Co.
Oscar Vidal, British bark, (209)—Nils Moller.

Pearl, American bark, 536 (Howes)—Arnhold, Karberg & Co.
Southern Cross, American ship, 1,129 (Bailey)—Order.
Staut, Norwegian bark, 587 (Hannester)—Siemens & Co.
St. Laurence, British ship, 1,073 (Webb)—Adamson, Bell & Co.

Solidor, British bark, 240 (Danielson)—Nils Moller.
Sea Swallow, British bark, 312 (Way)—J. J. Buchheister.
NAGASAKI.
In Port on 8th July, 1882.

Auguste, British schooner, 219 (Thomsen)—H. A. Petersen & Co.
Carly Wilhelm, Danish bark, 230 (Lantrup)—H. A. Petersen & Co.
Courier, British bark, 320 (Barlett)—Captain.
Faugh-a-Ballagh, German schooner, 463—Hunt & Co.

Hedvig, British bark, 362 (Davay)—Holme, Ringer & Co.
Hercules, American ship, 1,279 (Atwood)—C. & J. Trading Co.
Kanagawa Maru, Japanese bark, 1,184 (Ex-strand)—M. B. M. Co.
Lee-yin, British bark, 210 (Cargill)—Chinese.
Manhwa, Swedish schooner, 402 (Jansson)—Holme, Ringer & Co.

Oswald, German bark, 445 (Boysen)—Holme, Ringer & Co.
YOKOHAMA.
In Port on 1st July, 1882.
Dorothy, British bark, 349 (A. Croal)—H. MacArthur.
Ellen Goodspeed, American ship, 1,291 (Morse)—C. & J. Trading Co.

Else, German brig, 287 (Holm)—P. Bohm.
Queen Emma, British bark, 314 (W. Dow)—Walsh, Hall & Co.
Wildwood, British bark, 1,099 (Sawyer)—Order.

HER BRITANNIC MAJESTY'S SHIPS IN THE CHINA SQUADRON.

Albatross, screw sloop, 4 guns, Commander Errington, Nagasaki.
Cleopatra, corvette, 14 guns, Captain C. J. Vidal, Yokohama.
Comus, corvette, 14 guns, Captain J. W. East, en route to Hongkong.

Curacoa, corvette, 14 guns, Captain S. Long, Nagasaki.
Daring, composite sloop, 4 guns, Commander F. J. Elliott, Nagasaki.
Encounter, steam corvette, 14 guns, Captain G. Robinson, Nagasaki.

Esk, double-screw gunboat, 3 guns, In reserve, Hongkong.
Flying Fish, sloop, 4 guns, Lieut.-Commander Hoskyn, Nagasaki.
Fly, double-screw gun-vessel, 4 guns, Lieut. Commander, Singapore.
Foxhound, gunboat, 4 guns, Lieut.-Commander McQuhae, en route Hongkong.

Iron Duke, double-screw iron frigate, 14 guns, Captain R. E. Tracey, Nagasaki.
Keestrel, double-screw gun-vessel, 4 guns, Commander W. M. Lang, Nagasaki.
Lily, screw gun-vessel, 3 guns, Commander W. M. Carey, Hongkong.
Magpie, surveying vessel, 4 guns, Lieut. Com. Carpenter, Corea.
Midge, double-screw gun-vessel, In reserve, Hongkong.

Moorehen, gunboat, 4 guns, Lieut.-Commander J. H. Corfe, Shanghai.
Mosquito, gunboat, 4 guns, Lieutenant Honorable F. R. Sandilands, Borneo.
Pegasus, sloop, 6 guns, Commander E. F. Day, Singapore.
Sheldrake, gunboat, 4 guns, Lieut.-Commander M. Bridger, Hongkong.

Swift, double-screw gun-vessel, 5 guns, Commander Collins, Corea.
Tweed, double-screw gunboat, 3 guns, in reserve, Hongkong.
Victor Emmanuel, receiving ship, 20 guns, Commodore Cuming, Hongkong.
Vigilant, paddle despatch-vessel, 2 guns, Lieut.-Commander C. Lindsay, Yokohama.
Wivern, turret-ship, 4 guns, in reserve, Hongkong.

Zephyr, gunboat, 4 guns, Lieutenant-Commander Pollard, Japan.

FOREIGN MEN-OF-WAR ON THE CHINA STATION.

Abreck, Russian gunboat, 7 guns, Captain Schanz, Japan.
Adonis, French gunboat, 5 guns, Commander Caillard, Saigon.
Alert, American corvette, 4 guns, Commander Kempff, Kobe.
AFRICA, Russian corvette, 14 guns, Captain Alexeyeff, Yokohama.

Ashuelot, American corvette, 6 guns, Commander H. E. Mullen, Yokohama.
DONA MARIA DE MOLINA, Spanish frigate, Captain Thomas Oliveros, Manila.
DUKE OF EDINBURGH, Russian frigate, Captain de Giers, Yokohama.
Ernak, Russian transport, Captain Kolchak, Japan.

The Hongkong Telegraph.

No. 151.

WEDNESDAY, JULY 19, 1882.

FIVE DOLLARS
PER QUARTER.

For Sale.

LANE, CRAWFORD & CO.

HAVE RECEIVED EX LATE ARRIVALS.

ICE CHESTS & ICE CREAM FREEZERS.

POCKET KNIVES, RAZORS & SCISSORS.

BLOCKS, CANVAS, BRUSHES, PAINTS,
OILS, VARNISH AND OTHER
ARTISTS' SUPPLIES.

THE NEW NET UNDERSHIRTS
FOR WEAR IN THE TROPICS FROM
\$5 PER DOZEN.

TEA TASTERS' SCALES AND TIME
GLASSES.

LADIES' BATHING DRESSES.

GENTLEMEN'S BATHING DRESSES.

GENUINE MALTESE CIGARETTES
IN TIN FOIL BUNDLES.

LANE, CRAWFORD & Co.
Hongkong, 19th July, 1882. [296]

Insurances.

YANGTZE INSURANCE ASSOCIATION.

CAPITAL (Fully Paid-up).....Tls. 430,000.00
PERMANENT RESERVE.....Tls. 230,000.00
SPECIAL RESERVE FUND.....Tls. 299,553.95

TOTAL CAPITAL and
Accumulations, 8th
May, 1882.....Tls. 949,553.95

DIRECTORS.
H. DE C. FORBES, Esq., Chairman.
J. H. PINCKVOSS, Esq. | W. MEYERINK, Esq.
A. J. M. INVERARITY, Esq. | G. H. WHEELER, Esq.

HEAD OFFICE—SHANGHAI.
Messrs. RUSSELL & Co., Secretaries.

LONDON BRANCH.
Messrs. BARKING BROTHERS & Co.,
Bankers.

RICHARD BLACKWELL, Esq., Agent,
68 and 69, Cornhill, E.C.

POLICES granted on MARINE RISKS to all
parts of the World.
Subject to a charge of 12 per cent. for Interest
or Shareholders' Capital, all the PROFITS of the
UNDERWRITING BUSINESS are annually dis-
tributed among all Contributors of Business (whether
Shareholders or not) in proportion to the
premium paid by them.

RUSSELL & Co.,
Agents.
Hongkong, 13th May, 1882. [53]

THE SOUTH BRITISH FIRE AND MARINE INSURANCE COMPANY OF NEW ZEALAND.

CAPITAL, £1,000,000 (One Million Sterling).
UNLIMITED LIABILITY OF SHAREHOLDERS.

The Undersigned, having been appointed
Agents for the above Company, are prepared to
ACCEPT FIRE AND MARINE RISKS at Current
Rates, allowing usual discounts.

GEO. R. STEVENS & Co.
Hongkong, 14th March, 1882. [104]

THE CITY OF LONDON FIRE INSURANCE COMPANY, LIMITED.

CAPITAL £2,000,000; PAID-UP.....£200,000
PAID UP RESERVE FUND.....£50,000.

The Undersigned, having been appointed
Agents for the above Company, are prepared to
ACCEPT RISKS against FIRE at Current Rates.

GEO. R. STEVENS & Co.
Hongkong, 14th March, 1882. [105]

THE Undersigned have been appointed
AGENTS to the NEW YORK BOARD
OF UNDERWRITERS.

ARNHOLD, KARBURG & CO.
Hongkong, 15th June, 1881.

RECORD OF AMERICAN AND FOREIGN SHIPPING.

Agents,
ARNHOLD, KARBURG & Co.
Hongkong, 15th June, 1881. [1457]

NOTICE.

THE MAN ON INSURANCE COMPANY, LIMITED.

(CAPITAL SUBSCRIBED.....\$1,000,000.)

The above Company is prepared to accept
MARINE RISKS at CURRENT RATES on GOODS,
&c. Policies granted to all Parts of the world
payable at any of its Agencies.

WOO LIN YUEN,
Secretary.

HEAD OFFICE,
No. 2, QUEEN'S ROAD WEST.
Hongkong, 1st February, 1882. [81]

AFONG.

PHOTOGRAPHER.

A LARGER COLLECTION OF VIEWS
THAN ANY OTHER IN CHINA.

MINIATURES PAINTED ON IVORY
FROM.....\$7.00.

OIL PAINTINGS ON CANVAS
FROM.....\$5.00.

Cards de Visite, Cabinet, and all other Styles
of Portraits at equally moderate prices
executed under the supervision and
management of
D. K. GRIFFITH,
Studio 8, Queen's-road. [13]

Auctions.

PUBLIC AUCTION.

MR. J. M. GUEDES has been instructed
by the MORTGAGEE to Sell by Public
Auction, on
FRIDAY,
the 21st day of July, 1882, at Two P.M., at the
Premises,
ALL that PIECE or PARCEL of GROUND
situate at Victoria, Hongkong, measuring on
the North, 15 feet; on the South, 15 feet;
on the East, 43 feet; and on the West 43
feet; and registered in the LAND OFFICE
as Section A of MARINE LOT No. 6, to-
gether with the HOUSE, No. 17, Jervois
Street, thereon.
THE Premises are held from the Crown for the
unexpired term of 75 years, and will be sold
subject to the existing tenancies and lettings
thereof, and to the payment of a propor-
tionate part of the Crown Rent reserved in
the Crown Lease of the said MARINE LOT
No. 6.
For Further Particulars and Conditions of Sale,
apply to
J. M. GUEDES,
Auctioneer,
or to
BRERETON & WOTTON,
Solicitors, 29, Queen's Road,
Hongkong, 10th July, 1882. [469]

PUBLIC AUCTION.

THE following Properties will be Sold on
the Premises respectively by Public Auction,
on
SATURDAY,
the 22nd of July, at Three P.M.
BY ORDER OF THE MORTGAGEE.
ALL that PIECE or PARCEL of GROUND
Registered in the LAND OFFICE as IN-
LAND LOT No. 281, measuring on the
North side 115 feet, on the East, South and
West sides 182 feet, contains in the whole
5,350 square feet. Yearly Crown Rent \$59.
Upon the above described Piece of Ground are
erected SEVEN HOUSES Nos. 101 to 113,
in Hollywood Road.
The above described Property will be Sold in
seven separate lots each lot comprising one
House.
Also,
The 2 HOUSES Nos. 20 and 21 in Lan-Kwai-
Fong and Registered in the LAND OFFICE
as Sections D and E of INLAND LOT
No. 51, the above Houses will be Sold in
Two Lots.
For Plans, Particulars and Conditions of Sale,
apply to
SHARP, TOLLER & JOHNSON,
Solicitors,
or to
J. M. GUEDES,
Auctioneer.
Hongkong, 18th July, 1882. [507]

PUBLIC AUCTION.

UNDER instructions received from the
MORTGAGEE, Mr. J. M. GUEDES will
Sell by Public Auction, on
MONDAY,
the 24th July, 1882, at 3 P.M., at the Premises,
the FOLLOWING
VALUABLE PROPERTY
Namely,
LOT 1.—All that PIECE or PARCEL of
GROUND Registered in the Land Office as
INLAND LOT No. 191C. Together with the
HOUSES No. 275, Queen's Road Central,
and No. 122, Jervois Street, thereon.
LOT 2.—All that PIECE or PARCEL of
GROUND Registered in the Land Office as
INLAND LOT No. 516. Together with the
SEVEN HOUSES, Nos. 142, 144, 146, 148,
150, 152 and 154, in Queen's Road West,
thereon.
For Further Particulars and Conditions of
Sale, apply to
J. M. GUEDES,
Auctioneer,
or to
BRERETON & WOTTON,
Solicitors, 29, Queen's Road,
Hongkong, 14th July, 1882. [503]

PUBLIC AUCTION.

MR. J. M. GUEDES has received instruc-
tions from the MORTGAGEE to sell by
Public Auction, on
WEDNESDAY,
the 26th July, 1882, at 3 P.M., at the
Premises,
A VALUABLE LEASEHOLD
PROPERTY
Situate in Queen's Road Central and Jervois
Street, Victoria, in the Island of Hongkong.
Comprising—
ALL that PIECE or PARCEL of GROUND in
the Assignment forming the root of title
thereof described as "abutting on the North
side thereof on Jervois Street, and measur-
ing thereon 74 feet 3 inches or thereabouts,
on the South side thereof on Queen's Road
Central, and measuring thereon 76 feet 11
inches or thereabouts, on the East side
thereof on a Piece of Ground intended
to be registered as SUBSECTION No. 3
of SECTION A of INLAND LOT No. 3
"202 and measuring thereon 20 feet or
thereabouts, and on the West side thereof
on SUBSECTION No. 1, of SECTION
"A of INLAND LOT No. 202, and measur-
ing thereon 28 feet 9 inches or there-
abouts," which said Piece or Parcel of
GROUND is registered in the Land Office
as SUBSECTION No. 2 of SECTION A
of INLAND LOT No. 202, at the same
Premises are held for the residue of a term
of 75 years and for a further term of 924
years created by Crown Lease and extension
thereof at a due proportion of the rent and
subject to the Covenants and Conditions in
the said Crown Lease and extension respec-
tively reserved and contained.
The Premises are sold subject to the existing
lettings and tenancies thereof respectively.
For further Particulars of the Property and
Conditions of Sale, apply to
BRERETON & WOTTON,
Solicitors for the Mortgagee,
29, Queen's Road,
or to
J. M. GUEDES,
Auctioneer.
Hongkong, 18th July, 1882. [509]

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MR. J. M. GUEDES has received instruc-
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thereof described as "abutting on the North
side thereof on Jervois Street, and measur-
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on the South side thereof on Queen's Road
Central, and measuring thereon 76 feet 11
inches or thereabouts, on the East side
thereof on a Piece of Ground intended
to be registered as SUBSECTION No. 3
of SECTION A of INLAND LOT No. 3
"202 and measuring thereon 20 feet or
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Hongkong, 18th July, 1882. [509]

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Intimations.

AMERICAN NOVELTY COMPANY.

NEW YORK, SAN FRANCISCO, SYDNEY, AND HONGKONG.
DEPT. FOR THE WORLD'S PATENTED ARTICLES.
MARINE HOUSE, QUEEN'S ROAD, HONGKONG.

IMPORTERS AND MANUFACTURERS
OF
NOVELTIES, TOYS, YANKEE NOTIONS, CLOCKS, WATCHES, JEWELLERY,
CUTLERY, STATIONERY, GLASS WARE,
ELECTRO PLATED GOODS.

ARTICLES OF USEFUL INVENTION.
ORGANS, PATENT ORGANETTES, RUBBER GOODS, AMERICAN TRUNKS,
&c., &c., &c., &c., &c.

GENERAL PURCHASING AGENTS FOR EVERY DESCRIPTION OF
AMERICAN GOODS.

BUSINESS EXCLUSIVELY WHOLESALE.

S. B. LEWIS,
Manager.
Hongkong, 16th June, 1882. [446]

SAYLE & CO.'S SHOWROOMS.

JUST LANDED DIRECT FROM PARIS.

SAYLE & CO.

ARE SHOWING IN THEIR
MILLINERY DEPARTMENT.

A CASE OF LADIES' PARISIAN TRIMMED HATS.
A CASE OF BOYS AND GIRLS STRAW HATS.

LACE DEPARTMENT.
A LARGE VARIETY OF ALCONC, BRODERIE, VENICE,
SPANISH AND FRENCH LACES.

DRESS DEPARTMENT.
SPECIALITIES IN CREAM DRESS MATERIALS AND NEEDLEWORKS TO MATCH.
NEW SHADES IN SURAT SILKS, BOOTS AND SHOES, PERFUMERY, &c., &c.

A LIBERAL DISCOUNT FOR CASH.

VICTORIA EXCHANGE, HONGKONG.
Hongkong, 22nd June, 1882. [479]

Intimations.

A. S. WATSON & CO.
HAVE LATELY RECEIVED A SUPPLY
 OF THE FOLLOWING
 viz:
 SCOTT'S ELECTRIC TOOTH BRUSHES.
 SCOTT'S ELECTRIC HAIR BRUSHES.
 SCOTT'S GALVANIC GENERATORS.
 GLASS STOPPERED GLOVE BOTTLES,
 TONGA.
 FELLOW'S COMPOUND SYRUP
 OF
 HYPOPHOSPHITES.
 VALENTIN'S MEAT JUICE.
 SAVORY AND MOORE'S
 PEPPERISED MEAT.
 VASELINE SOAP.
 ROBARE'S GOLDEN HAIR DYE.
 NEW PATTERN TOOTH BRUSHES.
 VIN-SANTE
 A NON-ALCOHOLIC STIMULANT CONTAINING
 HYPOPHOSPHITES.
 A. S. WATSON & Co.
 GENERAL CHEMISTS
 AND
 AERATED WATERS
 MANUFACTURERS.
 HONGKONG DISPENSARY,
 HONGKONG.

NOTICES TO CORRESPONDENTS.

It is requested that all communications relating to Subscriptions, Advertisements, &c., be addressed to the "Manager, Hongkong Telegraph" and not to the Editor.

Letters on Editorial matters to be sent to "The Editor" and not to individual members of the staff.

Communications intended for publication must be accompanied by the name and address of the writer, not necessarily for publication; but as evidence of good faith.

Whilst the columns of the Hongkong Telegraph will always be open for the fair discussion by correspondents of all questions affecting public interests, it must be distinctly understood that the Editor does not in any way hold himself responsible for opinions thus expressed.

TO ADVERTISERS.

Advertisements are requested to forward all notices intended for insertion in that day's issue not later than THREE O'CLOCK, so as not to retard the early publication of the paper.

TO SUBSCRIBERS.

Arrangements have been made to publish The Hongkong Telegraph daily at 4 P.M. Subscribers in the central districts who do not receive their copies before FIVE O'CLOCK will oblige by at once communicating with the Manager.

The Hongkong Telegraph

HONGKONG, WEDNESDAY, JULY 19, 1882.

TELEGRAMS.

SINGAPORE, 19th July, 11.30 a.m.

The French and Italian fleets have refused to assist Admiral Seymour to maintain order. A strong force under the command of Arabi Bey is at Kafredou. The Egyptian troops are demoralized.

LOCAL AND GENERAL.

A CORRESPONDENT asked us the other day what was the fastest time ever made by a steamer between Hongkong and San Francisco. The City of Peking steamed from Hongkong to Yokohama in 4 days, 19 hours, and from Yokohama to San Francisco in 16 days 19 hours and 8 minutes. The fastest run from Yokohama to San Francisco was made by the Oceanic, her time being 14 days 9 hours. The City of Peking's fastest time is 14 days 15 hours.

A CORRESPONDENT writes:—"Revolutionary ideas are going forward. The *Macanese*, a weekly newspaper of the neighbouring colony, proclaims that the best system of government for Macao is, as it thinks, that which is based on the Commune, and considers as the greatest source of its evils and the cause of its decay, the system adopted by the Portuguese Government of sending from the metropolis the leading officials, including the Governor. According to the *Macanese*, Macao would thrive astonishingly were the Municipal Chamber charged to manage the finances of the colony, and to direct all its home affairs, as well as the relations with the Chinese authorities. It is assumed that the Members of the Senate, instead of being led astray by local and relational influences, would be a corporation composed of men having permanent interests in the city, and their own families to advise and lead them in any great crisis. It does not suit them to have a Governor, nor other functionaries come over from Portugal. Should these ideas succeed in going further than the columns of the *Macanese*, we shall have in a short time near us a new Republic of Andorra under the protection of the government... that is, of the mandarins of Canton."

SUPREME COURT.—CRIMINAL SESSIONS.

THE "TELEGRAPH" LIBEL CASE.

Continuing from where we were obliged to leave off in our yesterday's issue, Mr. Francis went on to say that the defendant opened out a defamatory libel circulating in the Colony and gave it publicity, not only that, but at intervals since referred in different articles and critiques to that article, reviving it in the mind of readers. One word in reference to Mr. Bandmann in that matter. Mr. Fraser-Smith was just as much a performer on the public stage as Herr Bandmann. They could criticise him as much as he could criticise them. If he was at liberty to criticise Mr. Bandmann, Mr. Bandmann was as thoroughly at liberty to

express his opinions as Mr. Fraser-Smith was to criticise him. All of them were as perfectly at liberty to criticise Mr. Fraser-Smith's performance of his self-imposed duties as he was to do so with any one who came on the public stage. Nothing could be more ridiculous or inconsistent than Mr. Fraser-Smith's folly in his silly manifestation of anger because Herr Bandmann would not agree with him. He criticised Mr. Bandmann, but he would not be criticised by any one else. In point of law and common sense it was a perfect matter of indifference, so far as the defendant was concerned, that the article had been published in other papers. It was not open to Mr. Fraser-Smith to give evidence, and if he were allowed to do so, it would not influence the question of his guilt or innocence. He must be taken as having fathered every statement contained in the article and made himself responsible for every consequence following on publication. He (Mr. Francis) would not attempt to weary the jury by reading over the whole of the article read by the Registrar, but would call special attention to several portions and ask them to see the connection between it and the article of 14th June. The gravest charge made against Mr. Bandmann of being an habitual woman beater referred to the article on Herr Bandmann in "Men of the Time" because the stream of the narrative was followed and copied and satirized in the *Telegraph* article. The learned counsel read from "Tragic Power" where it says that when only three months old, Mr. Bandmann bit his nurse's ear, and said that was published to give emphasis to the charge of being a woman beater and to show that that wicked, dastardly spirit was in him at that early age. Three or four times the same charge was emphasised, but more seriously on the 14th June, but was that, taken as a whole, fair and legitimate criticism of any actor as an actor. Let them take Mr. Fraser-Smith's own rule laid down in his article dealing with Herr Bandmann, "Actors as actors are lawful game." Did that article deal with Mr. Bandmann solely as an actor? Did it not go back into details of his life as a boy and as a man? Was that legitimate criticism? We were at liberty to criticise, ridicule an actor, but was that thing "Tragic Power" anything more than a deliberate attempt to throw contempt on Herr Bandmann quite apart from his ability on the stage. He would submit and ask the jury to find as a component part of their verdict, that the article of 10th June not only contained certain defamatory statements with reference to Mr. Bandmann's treatment of women, but he would ask them to say that it was not a proper or legitimate criticism, but only an attempt to bring Mr. Bandmann into ridicule and contempt and injure him in his profession and reputation. In the interval between the 10th and 14th June he had introduced portions of Mr. Fraser-Smith's criticism of "Narcisse" which gave the key to open the lock to his brain and shew the motives actuating him. The article of 14th June, the very opening sentence, without any further evidence except Mr. Fraser-Smith's own statement, rendered it unmistakable that Herr Bandmann and "Tragic Power" were the same. There was the flat assertion that Herr Bandmann had been repeatedly guilty of cowardly and contemptible acts of violence known throughout the world. Suppose he had been, what possible public benefit was subserved by the publication? None, he submitted. The only possible object was to irretrievably injure Herr Bandmann in public estimation and prevent people attending at patronizing his performances. He would ask the jury to compare the first articles before Mr. Fraser-Smith's self-love had been hurt because Mr. Bandmann did not agree with him. He spoke then of Mr. Bandmann as an eminent actor in his profession. Mr. Fraser-Smith had not only asserted that Herr Bandmann was habitually guilty of violence to women and children, but also gave the statement the additional weight of his own personal experience. He put it before the public as if he (Mr. Fraser-Smith) had personal knowledge of some such scenes of violence as those he was referring to. Mr. Francis here read from the article of 14th June in reference to Herbert Crellin, and said that it was an utterly false and malicious statement. It was incumbent on Mr. Fraser-Smith to prove its truth. He had, without any public grounds, published it maliciously, and gave it strength and force as if he had direct knowledge from one of the actors in the scene. Herr Bandmann knew such a person as Herbert Crellin, but he was never connected with the Lyceum when Herr Bandmann was, and Mr. Bandmann indignantly denied he ever laid his hand on a woman or was threatened by Herbert Crellin or any one else. Mr. Francis then read the part of the article relating to the Portuguese youth, and said, suppose it actually occurred that he had been kicked off the stage, and that Herr Bandmann made use of threats against Mr. Fraser-Smith, no public interest, he put it, was to be subserved by publishing it in a newspaper. The Portuguese youth had the Police Court and the Summary Court open to him, and if Mr. Fraser-Smith was threatened, he also had the Police Court open to him and could have taken proceedings to protect himself. The publication subserved no public object whatever. He would also put it that if the jury thought some slight object might be subserved by the publication of what occurred behind the scenes, yet Mr. Fraser-Smith published it to hurt Herr Bandmann, and he would ask the jury to draw that conclusion, because if Mr. Fraser-Smith's object was to give a truthful narrative, he far exceeded privilege in dragging into the article all sorts of charges against Herr Bandmann. He held him up in every possible way to ridicule and contempt, and exceeded privilege in every possible way. Mr. Francis read a portion of the article, and said the jury would see that the defendant repeated and emphasized the charges and added every epithet of contempt and ridicule. If there was any privilege, it was far exceeded by the manner and mode adopted. He dressed the charges up and colored them to injure Herr Bandmann because that gentleman had disagreed with him. He was so omniscient

in criticism, his critical faculty was so keen, that no one must disagree with him. He (Mr. Francis) believed editors thought they were infallible, and dissenters from their views wrong headed and stupid, but every editor was open to criticism. He was simply a performer on a public stage for money. The object of criminal prosecution in cases of libel, and its sole ground, were based on the theory that publication of all defamatory libellous matter tended to a possible breach of the peace, the first impulse of the person libelled being to thresh the libeller. A defamatory libel was a criminal offence. Mr. Fraser-Smith, not content with publishing defamatory matter, tells us why he did it. He did it to provoke Herr Bandmann to commit a breach of the peace. Mr. Francis read another portion of the article and asked if that was fair criticism. Was it consistent with Mr. Fraser-Smith's first two carefully written criticisms on Herr Bandmann? Did it not shew the malice with which it was written, and that the defendant wrote it under provocation, which was that Herr Bandmann had disagreed with him? Mr. Fraser-Smith since then had repeated the same charges in a more or less disguised form. Subject to his Lordship's liberty, he would put in a third article as evidence of express malice, and that defendant was not actuated by a wish for the public benefit but by a malicious desire to injure Mr. Bandmann in every possible way. He must reiterate, and enforce them on the public by constant repetition. Let them take the *Telegraph* of June 16th.—The Chief Justice asked if it was intended to put these papers in, to which Mr. Francis replied in the affirmative.—The learned counsel then read from a paper of June 21st, and said they were distinct repetitions of the grossest and foulest of slanders contained in previous articles. The readers were referred back to the charges, the striking parts being put in italics (Mr. Francis read from the paper). On the 6th or 7th June Mr. Fraser-Smith classed Mr. Bandmann with the gentlemen whose names he read, though he placed him below Fechter. The inference was that what Mr. Bandmann had published was false. Was that fair criticism or a deliberate attack on a man's character against whom Mr. Fraser-Smith had a grudge? Mr. Francis then referred to the letter which appeared in the *Telegraph* of July 6th under correspondence. The heading said the paper was not responsible for the opinions expressed by correspondents, but they (the jury) would find that Mr. Fraser-Smith was responsible for giving the letter publicity. He would put in another short malicious letter. He did not wish to detain them longer than he could help. He had endeavored to put before them the charges against Mr. Fraser-Smith and the law bearing on the subject. The defendant had pleaded two pleas, not guilty, and that the facts were absolutely and in their entirety true, and that it was for the public benefit they should be published, but the reasons given by him were the very facts themselves which they charged him with having published. In the case of the *Times*, the persons defamed had been guilty of some acts on the Continent and came to England to perpetrate similar acts there, and so it was for the public interest to look into their past and expose them. But had the *Times* no such plea, the verdict would have been against it. Mr. Fraser-Smith did not state a single fact as to the necessity for the publication. In fact, that they existed and were true was the only reason given for those statements. He believed he could have demurred to the pleas as insufficient, but issue had been taken on the facts and there the matter remained. He would ask his Lordship to direct that the justification of Mr. Fraser-Smith, and the facts he asserted to exist, were sufficient in point of law to enable the jury to find a verdict in his favor. The question would be, did Mr. Fraser-Smith publish the article. The proof of publication was a mere matter of detail. The next questions would be, are those articles defamatory in their character? Do they accuse Herr Bandmann of crime for which he would be accountable to the laws of the country? Do they state things of him tending to injure him in his profession of actor and prevent him from obtaining employment in that line? Is there direct intention to bring Mr. Bandmann into hatred, ridicule and contempt in the eyes of the public? If all that had been said by Mr. Fraser-Smith formed, in the opinion of the jury, criticism of an actor—if they thought he put it forward *bona fide* and honestly as a criticism, however ridiculous and nonsensical it might be, if they thought it was said honestly and fairly to criticise an actor, possibly Mr. Fraser-Smith's plea would enable them to find a verdict in his favor. But he submitted it far exceeded the bounds of legitimate criticism. The greater portion was concerned with Mr. Bandmann's private life behind the scenes and his connection with his company. If the defendant had exceeded fair bounds, his privilege was gone. He asked the jury to say, from the excess, from Mr. Fraser-Smith's own declaration to persons in Hongkong, that it was not intended to be fair criticism but a malicious attempt on Herr Bandmann's character in resentment, and was done wickedly and maliciously to injure Mr. Bandmann. They were at liberty to consider other articles put in and Mr. Fraser-Smith's motive. If they thought the defendant was actuated by malice and not *bona fide*, then if they found actual malice, no question of privilege could arise, as His Lordship would direct them. The right to qualified privilege in this case depended entirely on the co-existence in the mind of the writer of a *bona fide* honest intention; but if malicious, whatever privilege defendant might claim, he thought His Lordship would tell them they must find him guilty. Mr. Fraser-Smith was not content to plead not guilty, but said by his second plea that every one of the statements was true. If he failed to prove every one, the verdict must go against him. If he failed in his proof of any plea he was lost and must be found guilty on the charges. He must not only prove their truth, but must shew public benefit. He submitted there was not a shadow of public benefit shewn. There was one privilege possessed by editors of newspapers that they had not. After they had published libellous

matter on any man, they could publish in a conspicuous place a withdrawal and an apology for what they had done. This implied that the publication was without malice, and that would be all in their favor. But Mr. Fraser-Smith had not chosen to avail himself of that privilege, but came to Court persisting in plea of justification that every word was true, and if he failed in proving truth they would take into consideration as a proof of deliberate malice that he had persisted to the bitter end and had failed. The evidence he had to produce would be short—only one, and the reading of the paragraphs he had glanced over. Then it would be for Mr. Fraser-Smith to prove the truth of his charges by his evidences, when he (Mr. Francis) should be prepared to refute every item of that evidence by calling other evidence. The learned counsel put in several copies of the *Telegraph*.—The Chief Justice to defendant.—You don't dispute the fact of your being the publisher?—Mr. Fraser-Smith.—Not at all. I admit publication.—Mr. Francis said he put in papers of 7th and 8th June for contrast, to shew change of tone subsequently and malice.—Mr. H. A. Woolnough, manager of the Hongkong Dispensary, was then put in the witness box for the prosecution, and examined by Mr. Francis. He deposed he had read the article "Tragic Power" in the *Telegraph* of June 10th. He had seen it in print before. He had a copy of it on a broad sheet of paper. Similar copies had been circulated in the Colony some three or four weeks before it appeared in the *Telegraph*. He never saw more than one copy here, but had heard of others. The copy he had was lent to him. He remembered Mr. Fraser-Smith coming to him before the 10th June, two or three days before. He said he had been told he (witness) had a copy of the skit, and asked him to lend it to him. In reply to his enquiry, Mr. Fraser-Smith said he intended to publish it. He said he had had a copy of his own but had mislaid it. Witness did not ask him not to publish it. Mr. Fraser-Smith said nothing more than what he had stated.

Cross-examined by Mr. Fraser-Smith.—I don't remember the date when you called upon me. I cannot say on oath that it was on the morning after "Hamlet" had been played. I can't say the exact date, but I know that several days after you called the article appeared in the *Telegraph*.—Mr. Francis said that was the case for the prosecution.—Mr. Fraser-Smith asked him if he was not going to call the complainant.—Mr. Francis replied "Certainly not."—Mr. Fraser-Smith.—Then I will, you may depend upon that. Mr. Fraser-Smith then entered upon his defence. He would endeavor, he said, in a few words, not to waste the time of the jury, to take away the colobes which the verbosity of the learned counsel had left on their minds. The learned counsel had given them long dissertations on the law of libel, and had given various puzzling meanings of the law of defamatory libel from his own standpoint, which was not the actual point upon which he (the speaker) was arraigned. It was altogether aside from what the jury was trying. The learned counsel had talked a great deal as to privileged communication. He (defendant) would base specially his defence on privilege, which they had been told, belonged to every man, not only to editors of public journals, as laid down in law books. He believed he was correct in saying, and he was open to the correction of His Lordship if it was not so, that the statements he had made were privileged, unless the jury were satisfied that express malice was used in their publication, and of that, he submitted, there was at present no evidence before the jury. He believed therefore his Lordship would direct them that there was no case against him, and it would be their duty to bring in a verdict of not guilty. The one great case on which he intended to base his defence was well known, having been printed in the Law Reports of the Privy Council, vol. 4. It was the case of *Laughton v. the Bishop of Sodor and Man*. In this case Mr. Laughton, a barrister, attacked the Bishop of the diocese, and used some very strong language with regard to a bill the latter was endeavouring to pass in the House of Keys in that island. The Bishop, in reply to this attack, used the strongest possible language with regard to his assailant, called him most invidious names, and vilified and abused him almost as far as the English language would allow, and sent a copy of this speech to the newspapers. A civil action was brought against him, and the jury returned a verdict for the plaintiff with £400 damages. This was in 1870, and the decision was appealed against, and the judgment of the lower court was reversed, it being held that the statements made and published by the Bishop were privileged unless it was satisfactorily established that they were made from express malice, and the burden of the proof of express malice lay upon the plaintiff. The court was of opinion that there was no evidence of express malice, and they found a verdict for the defendant. "This was again appealed against, and came before the Privy Council, and it was there held that the communication sent to the newspapers was privileged in the ordinary sense of the word, the Bishop having an interest in putting forward an explanation of his conduct to the clergy and others who took deep interest in the case, and the previous decision was upheld. He would argue shortly that he, in the same sense as the Bishop, had manifestly an interest in defending himself against foul, malicious and cowardly imputations which had been made regarding himself to his clients—the public of Hongkong. This prosecution had been undertaken in a vindictive spirit, and was bad in law, bad in principle, and bad in fact; and he should prove it so. He would point out that in the case which he had referred to, the Bishop had gone considerably further than was necessary for self defence, but his communications had been held to be privileged, and express malice not made out. A case was heard some time ago, *Nelson versus Pitman*, in which Mr. Francis was counsel for the defence, and in which he enunciated views in striking contradiction and striking dissimilarity to those he now put forward. The learned counsel then submitted to the jury that what Mr. Pitman wrote was in self defence,

and in reply and disproof of an attack made upon him by Mr. Nelson, and he was therefore justified in speaking of them in a newspaper as false and slanderous. The Chief Justice pointed out that the Bishop was justified. It had been held that it made no matter whether true or false if you believed that your statements were true. He believed them to be true, and wrote them in vindication of his character as editor of a public newspaper. There were two ways of instituting action for libel, criminal and civil. The prosecutor posed as a martyr, as a representative of injured innocence, instead of asking for damages if wronged, which, if proved he was libelled, he would be justified in receiving.

He would leave it to the jury, upon what grounds prosecutor could justify criminal proceedings, when civil action would have been his proper remedy. He could explain. It was done to shut his (defendant's) mouth. He was not allowed to go into the box. No, he knew too much. If he could go into the box, Mr. Bandmann knew very well that no jury would give him damages. But no, Mr. D. E. Bandmann took criminal proceedings, and closed his (defendant's) mouth. That was the way this injured man came before a jury. What did he ask? To have him (the speaker) sent to gaol after provoking him to a breach of the peace. He had arrogantly boasted he would have him in gaol; but he (defendant) did not think the jury would give such a verdict as would place him under such a penalty. The learned counsel had not put a single witness in the box to prove what he said. The prosecutor was not put in the box. Did he wish to vindicate himself from the charge of beating women, he should be the first to enter the box and deny everything. In his replication he said there was no vestige of truth in the statements. It would be for the jury to say, after they had heard ten or twelve evidences, whether there was any truth in the statements or not. Mr. Daniel Edwards Bandmann was an actor of great notoriety. He was an accomplished gentleman and had done good service on the stage in his own way. He had known him professionally since 1868, and saw him in his first appearance in "Narcisse." Mr. Bandmann was very fond of law Courts. He seldom visited a place where he had not an action. He was so self-opinionated and so puffed up that he seldom visited a place where he was not at open warfare with the press. In Calcutta, Shanghai, and various places in Australia Mr. Bandmann was always at war with his critics. He would read an article from the *Shanghai Courier* of the 2nd June.—Mr. Francis objected, but the objection was overruled, and the following article was read:—

"Herr Bandmann holds most peculiar opinions as to the province of true criticism. He is, we are constrained to say, very much like a spoilt child, who can take all the trouble that is given him; but when he is administered a little of the necessary brimstone with it he is apt to become as rebellious as a refractory infant. Herr Bandmann came here with a great name and we criticised him according to the high position he took, and judged of his performances according to their true not their self-rated value. But Herr Bandmann appears to have been under the delusion we had only to have and not the public interests to consult in the matter, and because we exercised the rights of true criticism and wrote of his performances fairly and impartially, giving credit where it was due, and speaking adversely where it was absolutely necessary, Herr Bandmann behaved in the undignified and petulant manner above referred to. In his wrath, he fulminated an interdict against the *Courier* and suspended the use of press rights in respect to the representatives of this paper attending the theatre. In doing this Herr Bandmann has shown that he has quite mistaken, if not forgotten, his position as a public man, and our duty as journalists. That gentleman should remember that it is perfectly immaterial to us whether he suspends the usual courtesies that are extended to the press or not, as we only visit that place as a matter of duty to the public who require a criticism on the performance from those that reflect and often lead public opinion. A journalist has to perform many duties of a pleasant, and of a very unpleasant nature, and because sometimes he is called on to execute tasks that fall within the latter category it is no reason why he should forget his position. It may not be always an unalloyed source of pleasure to sit through dreary dramatic performances, and to visit a theatre under unpleasant circumstances; but since it is expected that a critic should exercise his functions 'through good report and ill,' our representative was present in an official capacity in the theatre last night. With these prelude remarks, which the conduct of Herr Bandmann has forced us to make, we shall now give as usual our opinion on last night's performance."

That was the paragraph which appeared in the *Courier* on 2nd June and which related to an incident similar to the difference with the *Telegraph*. On the 6th June the Bandmann-Bandett troupe appeared at the City Hall in "Hamlet." He was acquainted with Mr. Bandmann and received the courtesies extended to the press. He was present at the performance and wrote the article of the 7th June. He was sorry to take up time, but he was forced to do so by the action of the learned counsel, who wanted to prove malice, wilful, wicked and direct malice. He would have to read the article to shew the jury that throughout he had used the same tone. Mr. Bandmann was praised in every performance and censured also. He thought when they heard the article they must put away the suggestion that malice was to be inferred from those criticisms. (Mr. Fraser-Smith read portion of article of 7th June relating to Mr. Bandmann). That was the criticism of Herr Bandmann's "Hamlet" which the learned counsel had characterised as perfectly fair and impartial, and in other words his (defendant's) modesty would not allow him to repeat. In these criticisms, however, he had simply dealt with Mr. Bandmann in the same way as in the succeeding ones, which the prosecution claimed showed malice; he had both praised and censured every performance, and he had severely censured the acting of Mr. Bandmann: both as Hamlet and Shylock. Mr. Smith then read the

critique, and after that, the critique of the 8th June on the representation of the Merchant of Venice by the company. Mr. Smith then went on to allude to the article written upon the performance of "Narcisse" which the learned counsel said bore evidence of a malicious spirit caused by the withdrawal of Mr. Bandmann's important advertisement from the *Telegraph*. This was published on the 10th June—the same day as that on which the so called libellous article entitled "Tragic Power" was published. Mr. Smith contended that this notice showed no reliance whatever was to be placed on the learned counsel's contention of malice, as the article spoke of the performance as in every way the best Herr Bandmann had given here. He submitted it could not have been written by a person who had been actuated by malice in publishing the article "Tragic Power." Mr. Bandmann had at that time acted in what he considered an ungentlemanly and unprofessional manner by going about the colony abusing the *Telegraph* for certain criticisms, and withdrawing what he called press privileges. He (Mr. Smith) had said he did not feel called upon to do anything to make Mr. Bandmann's campaign in this colony a success, and he did so because Mr. Bandmann had expressed a wish to turn out his four subscription performances and he had thought of taking them up with another gentleman, but after Mr. Bandmann's conduct he withdrew from the transaction. The statement was therefore made quite harmlessly, and through he did not feel called upon to assist the financial success of Mr. Bandmann's campaign, he had no reason, nor would he have been justified in doing anything to prevent it. Mr. Smith then read the article. As to the notice of the performance of "Romeo and Juliet," those who had read that beautiful tragedy would know that Romeo was intended to represent a young man 17 or 18 years of age, and he would ask from the appearance of Mr. Bandmann as he was present, whether his remarks as to the unsuitability of that gentleman for the part were not justified. The critique, which was then read, Mr. Smith contended, was in no way malicious. The next criticism was on Othello, which appeared on the 16th June, and the defendant was about to give some explanation with regard to some remarks made regarding Mr. Pinto and the want of an orchestra at the performances, when Mr. Francis objected, and His Lordship said he did not see what it had to do with the case.

Mr. Smith said before he could defame a person's character, it must be proved that that person had a character to defame, and it was utterly impossible that anything he had written could be defamatory to Herr Bandmann. The defendant then read the whole article, and directly after, that which was published on "Dead or Alive" on the 21st, the last criticism of the *Telegraph* on Herr Bandmann's acting. The learned counsel had contended that these criticisms showed malice on his part, which arose from the withdrawal of Mr. Bandmann's advertisements from the *Telegraph*, and he could only say that a more barefaced, scandalous, or atrocious lie was never uttered in a court of justice. He would prove that the advertisement was not withdrawn, and the statement of the counsel was at variance with Mr. Bandmann's affidavit, which he then handed in. As a matter of fact, Mr. Bandmann's advertisement had never been withdrawn from the *Hongkong Telegraph*, but had been continued for the time for which it was ordered. Mr. Smith pointed out that the advertisement announced that the company consisted of twelve artists, which Mr. Bandmann's affidavit proved to be false, as he there stated the number of his actors was nine. The defendant alluded to a paragraph concerning Herr Bandmann, published in the *Telegraph* of the 21st June, which he said the learned counsel had complained of as malicious, which simply contained extracts from a pamphlet which Mr. Bandmann had published concerning himself—a species of trumpet blowing much in vogue among professional men, especially peripatetic actors of the Bandmann type.

His Lordship pointed out that it was something more than the extracts, it was the remarks of which complaint was made.

The defendant, after some further remarks on this subject, went on to say that until he heard the speech of the learned counsel for the prosecution, he had never imagined he could be accused of such tremendous audacity and villainy with regard to the article "Tragic Power." It was, however, only such an article as could be seen every week in the English comic papers. He submitted that though certainly he was just as responsible for that article as if he had written it himself, yet it ought not to be taken in connection with the paragraph which he afterwards wrote. He then put in the pamphlet form of "Tragic Power," which he pointed out bore the Calcutta postmark, and probably came from Dave Carson, formerly a partner of the prosecutor. The defendant thought the conduct of the prosecution in preventing him from giving evidence, and keeping Mr. Bandmann out of the box, so that he could not cross-examine that gentleman, must weaken the case for the prosecution. It showed fear with regard to the charge made against them—made *bona fide*, and in good faith. He could have easily proved his charge with regard to the notorious Rousby case had this case been tried in London, but as he was 10,000 miles away, he was not in a position to do so. What he believed to be the correct version of that case was that a rehearsal was going on at the Queen's Theatre at which Mr. Bandmann lifted up his hand and struck Mrs. Rousby to knock a book out of her hand. There were several witnesses to prove that Mrs. Rousby was knocked down and hurt, but the case was dismissed because Mrs. Rousby had shown her arm covered with bruises, which she alleged were caused by the defendant, and Mr. Bandmann called her servant to prove that many of the bruises were caused by a fall downstairs when that lady went home somewhat the worse for drink. Mr. Bandmann had not said whether or not he had been proceeded against civilly in that case. That was his version of the case, which, had he been in London,

he could have called a hundred witnesses to prove it. It was the same with regard to another assault upon a woman. His old companion in Her Majesty's Customs in London, Mr. Crellin, had told him that he had knocked Herr Bandmann down for striking a woman. The London papers had also published another *esclandre* of Herr Bandmann, in which he was protected by his wife, Miss Millie Palmer, from being lynched for striking a woman on the stage at Liverpool. These affairs were all well known, although he could not call witnesses here to prove them. Mr. Smith read the critique in "Men of the Time" on Mr. Bandmann, and he informed the jury that these notices of actors were simply advertisements, written by those who sent them, and paid for. As to the article of June 14th, Mr. Smith explained that it arose from the fact that on the day previous he was visiting a lady, when he was asked whether it was true that he had been kicked off the stage by Herr Bandmann the previous night. He was utterly astonished, and he made inquiries, from which he learnt that it was the reporter of the *Telegraph* who had been kicked off, but he afterwards found that it was a young Portuguese who had previously been in the theatre but who had left some time before. This young man was kicked off the stage and told to take the kick to his master, accompanied with such terms applied to him (defendant) as "scoundrel," and the biggest blackguard in Hongkong. What would any man of spirit in his position have done with such statements being circulated throughout the colony concerning him? Would he have gone to the Police Court? No. He (defendant) was publicly attacked, and he defended himself through the columns of his newspaper. If he established satisfactorily that he wrote this article for that purpose, to defend himself from these statements, and not for the express purpose of injuring or defaming the character of Mr. Bandmann, then his statement was privileged, as in the case of "Laughton v. the Bishop of Sodor and Man," and they would be bound to bring in a verdict of not guilty. He did not know whether he should be allowed to produce a letter he had written to a gentleman in Shanghai who had come to make arrangements to get a witness for him. That gentleman was subpoenaed, and he could produce a letter to show that Mr. Bandmann had written a letter to him beseeching him not to come.

Mr. Francis objected to this letter, and it was disallowed. Mr. Smith went on to make some remarks about Mr. Bandmann not being called as a witness when—

Mr. Bandmann said he was anxious to be put in the witness box, he was most anxious, and he had only refrained from giving evidence by the advice of his counsel.

His Lordship intimated to Mr. Smith that he could call Mr. Bandmann as a witness if he pleased, but the defendant declined to do so.

Mr. Smith went on to quote several cases from Russell on Crime in support of his contention with regard to privileged communications, and he endeavoured to show that these decisions applied to his own case, and that his statements were privileged. He thought that the view his Lordship would take of the case in summing up the evidence to the jury. Unless it was made out that he knew these things were false, and that he wrote them maliciously for the express purpose of injuring Mr. Bandmann, and nothing else, the verdict must be one of not guilty. He would ask his Lordship to lay down the charge could not be maintained, if the statements made were made honestly, with the belief of their truth, and the burden of proof to the contrary lay upon the prosecution.

The following evidence was then called—
Mr. Joao Jose Harris said—I am 19 years of age.

Defendant—An infant in the eye of the law, in fact.

Witness—I am a clerk to the American Novelty Co., and I was formerly a clerk to the *Hongkong Telegraph*, which I left some months ago. I remember the performance of "Narcisse" by Mr. Bandmann's Company at the City Hall on the evening of June 10th. I was present on that occasion. I paid in the usual way to get into the theatre. During the first act I went behind the scenes and spoke to some of the actors there, whom I afterwards found to be Mr. Russell, whom I afterwards found to be Mr. Russell, whom I afterwards found to be Mr. Russell.

I had a conversation with him. While I was conversing with Mr. Russell, I saw Mr. Harris come down from the Dress Circle with a bouquet in his hand and hand it to Mr. Bandmann, asking him to be good enough to present it to Miss Beaudet at the end of the second act. Mr. Russell took the bouquet from Mr. Harris's hand, and Mr. Bandmann took the bouquet and threw it on the ground. He then seized hold of Mr. Harris, turned him round, and said "You have no business to be here, go and attend to your post." Mr. Harris said "I don't come here to attend to your post. I am asked to present this bouquet to Miss Beaudet by a lady, and he then went away. As soon as Mr. Bandmann saw me, he came up and said "What do you want here, young man?" I replied, "nothing, I am only looking at the performance." He said "Where do you belong to?" and I said "The *Hongkong Telegraph*." Before I had said this, he seized me by the arm very violently. After a while, he turned me out, taking me by the arm and pushing me down the stairs. While I was going down the stairs, "if the editor of the *Telegraph* comes to the stage, will he kick him out, he is the greatest blackguard in Hongkong." Those are the very words he used.

Defendant—Had you any reason for saying you were on the *Hongkong Telegraph*?

Witness—No, but I used to go behind the scenes when I was on the *Telegraph*.

If Mr. Harris says he kicked you off the stage would it be true?—It would not be true.

Cross-examined by Mr. Francis—I think it was about a week after this that I discovered I had been speaking with Mr. Russell, after he had been in the Police Court. Mr. Russell was in stage dress, and the performance was going on. I did not resist or struggle with Mr. Bandmann when he put me off the stage. When he got me to the top of the steps, he pushed me down. It did not fall upon my nose or fall or stumble at all. I made complaint of this at the Police Court. I was not authorised to state by any one that I went on to the stage for the *Telegraph* that night.

Mr. Charles Grant, examined by the defendant "deposed"—I am manager to Messrs. Kelly and Walsh. I know Mr. Bandmann. We acted as agents to him in Hongkong, remembering the morning after Mr. Bandmann's performance of "Hamlet," you called at my place and met Mr. Bandmann there. Some conversation ensued between you and that gentleman. I understood him to ask you whether you were the critic of the *Hongkong Telegraph*. Mr. Bandmann asked you whether you thought it would be advisable to stop over the English mail for the fortnight, and you advised him to do so. I remember you suggested to him also that Mr. Harris would probably go down better with the Hongkong public than Shakespearean performance. You told Mr. Bandmann that his company was weak. Mr. Bandmann got a piece of paper, and asked you to draft him an express which was sent out on the following day. Mr. Bandmann and you were apparently on very good terms. I remember your stating you had received a letter severely criticising

Mr. Bandmann's performance of "Hamlet," and that the letter would appear in that afternoon's paper, and you told Mr. Bandmann that your criticism would be honest and fearless. When you left the office, you and Mr. Bandmann appeared to be on very good terms. Later on that day Mr. Bandmann called on me in the office. I was then reading the *Hongkong Telegraph*, and he asked me if I was reading that scurrilous letter which appeared in the paper. I think the term scurrilous was used to the letter and not to the paper at that time, but I cannot swear to it. He said he had read the letter, and he declined to read the criticism. He was indignant about the letter, and said he should withdraw the press privileges. He said he should withdraw the advertisement from the *Telegraph*, but he gave me no instructions about it. I did not withdraw the advertisement, as I considered that on Mr. Bandmann's arrival he took the matter on his own hands. We ordered the advertisement in conjunction with Mr. Lewis, and we never withdrew it. I noticed that the advertisement appeared for the full period for which it was ordered. I remember meeting you at the Theatre the following Saturday night. I called you aside, as I thought it advisable to let you know Mr. Bandmann had withdrawn press privileges from you. The instructions I received were to send to the *China Mail* and *Daily Press* fresh cards of admission. I did not tell you that, but simply that Mr. Bandmann had expressed his intention of withdrawing press privileges. Mr. Bandmann gave me no reason for not sending a card to the *Telegraph*. To my knowledge, the ticket sent to the *Hongkong Telegraph* was not withdrawn. The ticket produced is the one, and I understood when I sent it to you that it was applicable for the whole season. I don't remember any communication with Mr. Bandmann as to the advertisement after that. The bill produced is the one I received from you for the advertisement. I referred you to Mr. Bandmann, and he stated that it was too much, and he refused to pay it.

Defendant—May I put it in this document?

His Lordship—You may put it in for what it is worth.

Defendant—I think it is a very important document.

His Lordship having read the document, permitted it to be read. It was a bill for advertisement Mr. Bandmann's performances in the *Telegraph*, of \$7.40. Mr. Bandmann had written on this bill that neither he nor his agent had ordered the advertisement, and he declined to pay more than he had paid the other papers, which was \$3. Let them pay what (sic) ordered it.

Witness continued—I am unaware of the amount Mr. Bandmann paid the *Daily Press* and *China Mail*.

Defendant—I suppose I can subpoena the *Daily Press* and *China Mail*, my Lord.

His Lordship—You may subpoena anyone you please.

Witness continued—I saw Mr. Bandmann after the performance of "Narcisse," and he told me that on the previous Saturday night he had kicked the reporter of the *Telegraph* off the stage. I asked for particulars, and he told me that he saw a Portuguese on the stage and asked him who he was and he told him he was a reporter of the *Hongkong Telegraph*. Mr. Bandmann said "What! you are a reporter of the *Hongkong Telegraph*?" and he took him by the neck and gave him a kick, telling him to get out of his house. Mr. Bandmann appeared to think he had done a very good thing and seemed quite triumphant. Mr. Lewis spoke to me on the same matter that day also. I remember seeing you on the steps of the Theatre when Romeo and Juliet was played. You beckoned me, and asked me what all this was about the kicking case. I expressed my surprise to find you knew anything at all about it. Mr. Lewis was standing by, and I called his attention to the fact that you knew of it. I saw Mr. Bandmann at my office the next morning, and I told him Mr. Smith was aware of what he had said with regard to the kicking, and Mr. Bandmann said he was glad of it, and he wanted you to know about it. After the paragraph appeared in the *Telegraph* explaining the kicking, Mr. Bandmann again called at the office, and said he should prosecute you for libel. I advised him to take civil proceedings, but he said he did not care for damages, anything at all to imprison you. Mr. Bandmann has occasionally spoken to me of the *Telegraph*, which he had called a blackguard paper and a scurrilous paper. He said the community ought to refuse to subscribe to it. We subscribe to and advertise in the *Telegraph*. I cannot say that Mr. Bandmann has ever abused you personally, but he has abused your paper.

Cross-examined by Mr. Francis—I had orders from Shanghai before Mr. Bandmann arrived to publish advertisements. It was left to my discretion as to what papers I advertised in. I was not confined to two papers. I have not the order with me, but I have it at home and can bring it. The order was only to advertise for continuing the advertisements for the four subscription performances. Mr. Bandmann took the matter in his own hands, and I did not advise him not to advertise in the *Telegraph*. I certainly expressed an opinion that the letter in the *Telegraph* as to the performance of "Hamlet" was a scurrilous one, but I did not advise Mr. Bandmann to withdraw his advertisement. He said he should do so. Mr. Bandmann said he had kicked the Portuguese, and I did not hear Mr. Bandmann ever having said he had given Mr. Smith a moral kick out. During this time my firm was acting as agent to Mr. Bandmann.

Do you think as agent to Mr. Bandmann you were justified in giving his conversations to Mr. Smith?

I told him as I thought, to avoid a scene.

His Lordship asked Mr. Smith how many more witnesses he had to call.

Mr. Smith said he had four more witnesses to call.

His Lordship said he thought it would then be advisable to adjourn the case at this stage until this morning.

The case was then adjourned.

The whole of to-day's evidence, His Lordship's summing up, and the verdict in this case will appear in our issue of to-morrow.

KUKIANG.

[FROM A CORRESPONDENT.]

11th July, 1882.

The foreign settlement and the greater part of the Chinese houses outside the city walls are flooded. Communication is effected principally by sampans and boats. The place looks now somewhat like a piece of China Venice, but, I believe, the greater part of the residents do not like it, as their compounds and gardens are under water. Only three foreign places in the middle of the Settlement are at present free from inundation. The water is still rising, and it keeps coming up at the rate of the last few days, not a spot of ground will be left dry. Let us hope, however, that this may not be the case. The bund, in consequence of the high water, was injured considerably. The weather keeps cool and pleasant; the thermometer shows between 78° and 83° Fah.

It is a luxury which is this year only known by the name. We manage it, however, and cook the meat at once and eat it cold; and for drinks, they have to be taken as they are. Nevertheless, all foreigners enjoy good health.—*Courier*.

SWATOW.

[FROM A CORRESPONDENT.]

Great indignation is felt here in certain quarters at a sharp attack on one or two land speculating missionaries of this port, which appeared in your columns some time ago; some people go so far as to say that you have no business at all to meddle with the out-ports; they say you had better mind a little more what is going on at your own so-called Model Settlement; some ill-mannered people even say that at your own port there is a Reverend D.D. (D.D. means Doctor of Divinity in this instance) residing living in French Town, I believe, who owns more property than our Rev. W. Ashmore, D.D. (Doctor of Divinity, of course; curious divinity indeed). The same people go even so far as to state that houses of ill fame (*horrible dicta*) are kept on the property of the Reverend Doctor of your port. To guard against the possibility of discreditable insinuations being thrown out against wrong parties, I may state that the party named is down on the proposed railway; he will, "tear it up," if it passes by his chapel; probably it would interfere with his religious exercises, or disturb him when he is counting his Mexican *Quintales*, or *Quintales*. It is very true indeed that, as a general rule at least, Missionaries are not sent to China by their supporters for the purpose of making fortunes; but if they can manage to make dollars, why should they not? *Non enim* what a wicked world this is! *Reverend* people! It is stated that the Shanghai Reverend (sic) person in question belongs to the same great Republic as our own local muddy Reverend; I mean the Republic which was invented on the glorious fourth of July by Christopher Washington and Commodore George Columbus, some years ago. Now, you Shanghai people please don't throw stones if you happen to live in glass houses.

The weather is pleasant now, but warm. Times are dull. A number of sailing vessels in port without any remunerative freights offering.—*Mercury*.

SHANGHAI.

The Chinese were exhibiting their electric light at Woosung last night. It could be seen very distinctly from Roadway.

The Electric Light Company have put up two more lamps in the Settlement, one at Messrs. Hall and Holtz's store, and the other at Messrs. Muller's.

The rainy season of this year has been felt apparently more in the interior of Shanghai than on the coast. We hear that the flush of water on the Whangpoo is so great that the vessels in the upper sections have not been able to go up.

A similar state of affairs occurred, we believe, in 1867, when, for a week, the shipping was unable through the excessive rains, to keep with the tide.

The *Daily News*, as usual, for it is the exception and not the rule for it to report anything correctly—is entirely wrong in its statement re the action taken by the Shanghai Missionaries on the Opium Memorial. They have not "declined," for good and sufficient reasons to sign the document in question, nor has the memorial been "abandoned." The memorial has been returned to Peking with the suggestion that it be put in a different form. This will, of course, be complied with and all missionaries will then doubtless sign it.

The *Tatoo*, which arrived here to-day, reports that the water at Kiukiang has risen to an alarming extent, and great loss of life is anticipated in the interior of the country. The advices received confirm our Kiukiang letter of yesterday, which stated that nearly the whole of the Settlement was under water. If the water continues to rise, apprehensions are felt that the most serious consequences will ensue. At Hankow the water on the 12th instant had reached to within six inches of the level of the land, and this alone is of a most alarming nature.

In our advertising columns will be found the abridged prospectus of "The Co-operative Cargo Boat Company of Shanghai." The object of this new association is to acquire from the Yangtze Cargo Boat Company their 46 cargo boats and one steam tug and the goodwill of the business.

It has been successfully worked by them since 1865. It is also proposed to increase the fleet of boats by having new iron ones built either by Messrs. Boyd and Company, Messrs. S. C. Farman and Company. The capital is £15,000 in 1,000 shares of £15 each; £15,000 payable on application, and the balance on allotment. The Company, as its name indicates, is to be conducted on co-operative principles.—*Courier*.

TIENTSIN.

[FROM OUR CORRESPONDENT.]

July 17th, 1882.
H.E. Mr. von Brandt and Mr. Arndt and staff returned to-day from Chefoo; the latter from Korea via Chefoo; it is said the German Treaty has been signed.

The Chinese and Korean Trading Regulations have been arranged, and the Customs' Taotai here has given an invitation to Chinese merchants to go and acquaint themselves as to what the duties are, and to place a man-of-war at their disposal to convey them there and back. The Chinese consider it a very liberal act on the part of the Taotai.

It is definitely decided by Li-Hung-chang, who framed the Foreign and Korean Treaty that Korea is not to admit opium or missionaries, which conditions have been accepted by the United States and Great Britain, and it is said by Germany also. France has refused in regard to the missionary clause.

8th July.
Mr. and Mrs. Brennan have arrived; Mr. Brennan is H.B. Consul for this port. It is said that Mr. Bullock, a long time here, which he has well earned. He has made himself known by all foreigners and Chinese. It is said here that when he called on Li-Hung-chang in regard to the negotiation of the United States and Korea Treaty and frankly spoke out his mind, Li-Hung-chang said something about his being only an Acting Consul, to which Mr. Bullock replied that that was true enough, but Acting though he was he intended that his action should be respected and be complied with, and that it is so has been seen by the various cases he has had with the Chinese officials, which were at once attended to; it was different with the former Consuls, whom the Chinese officials kept waiting under some kind of plea. Anyhow, Mr. Bullock has proved that his frank manner and determined will has gained him friends among the Chinese officials, who together with the foreign residents wish him a God speed wherever he may go.

It is said that Ma Kien-tung has returned from Korea and that the Chinese Trading Regulations with Korea are not yet definitely arranged.

It is said that H.B. Majesty has been pleased to decorate H.E. Li-Hung-chang, Chen Late Customs' Taotai, Ma Kien-tung, Mr. Low and Chuan Lai-sun—what for the Chinese do not know; but the decorations may perhaps come from his Danish Majesty, on account of the negotiation of the telegraph from Shanghai to Tientsin.—*Mercury*.

"TIMES-STREET INDUSTRIES" by Percy Russell. The Illustrated Pamphlet on Perfumery, &c., published at 6d., may be had gratis from any Chemist or dealer in perfumery in the World, or JOHN GOSNELL & Co., London.—[ADV.]

To-day's Advertisements.

FOR PRIVATE SALE.

MARINE LOT No. 65, containing Four Substantially Built HOUSES and Four Large GRANITE GODOWNS in the Praya East and 17 CHINESE HOUSES in Queen's Road East. The above Property will be Sold in one Lot or in 4 separate Lots of one HOUSE and 1 GODOWN in a Lot, and the 17 HOUSES in another Lot.

For Price and Particulars, apply to LEONG LUEN TO,

or to J. M. GUEDES, Auctioneer.

Hongkong, 19th July, 1882. [510]

Intimations.

CHIE N A M.

GOLD AND SILVERSMITH, WATCH MAKER AND ENGRAVER, WATCHES CLEANED AND REPAIRED ON MODERATE TERMS; ALL WORK GUARANTEED. JEWELRY MADE AND REPAIRED. No. 72, WELLINGTON STREET, HONGKONG.

Hongkong, 6th April, 1882. [214]

LING SHING. BOOT AND SHOE MAKER, No. 5, WELLINGTON STREET, HONGKONG.

THE CHEAPEST SHOP IN THE TRADE Materials and Workmanship Guaranteed.

Special experience in making Gentlemen's RIDING BOOTS. Hongkong, 4th April, 1882. [207]

NOTICE.

THE Undersigned has all kinds of House and SHIP COAL for Sale in large or small quantities at Moderate Prices. Strong and Commodious small steamers on hire for towing, purposes, Excursions, &c., &c., CHEAPER than any other House in the Trade.

Apply to HING LEE, 37, Tung Man Lane. Hongkong, 12th April, 1882. [227]

WING T Y LOONG. HAS FOR SALE.

PRIME Mess Pork and Beef, 200 lbs. in Barrel, and Boiled American Hams, Bacon, Codfish, Cracked Wheat, Hominy, fresh white and red Beans, Assorted Fruits and Soups, Ham Sausages, Salmon Bellies, Mackerel, Shrimps, Tongues, Choice Tripe, Caviar, Clam Chowder, Lobsters, Oysters, Corn Meal, and every description of Olives' stores at moderate prices.

No. 39, HING LOONG STREET. Hongkong, 1st May, 1882. [209]

W A H L O O N G, ESTABLISHED 1865.

GOLD AND SILVER SMITH AND JEWELLER.

DEALER IN PONGEE Silk Dresses, Cape Shawls, Gauzes, Ivory, and Lacquered Ware, Matings, &c., &c. Porcelain, Fans, Curios, Bannings, Human Hair, and specially selected Feathers always on hand at Moderate Prices, quality guaranteed.

No. 60, QUEEN'S ROAD CENTRAL, HONGKONG.

Hongkong, 2nd June, 1882. [309]

S U N S H I N G. DEALER IN SILKS.

CANTON and Shanghai Gauzes, Cape Shawls, Lacquered and Ivory Wares, Curios, &c., &c. The best house in the trade for high-class Curios. GOLD AND SILVER JEWELRY of the most artistic designs, Engraver on Stamps, &c., &c. The public and Travellers are invited to inspect the show rooms.

No. 62, QUEEN'S ROAD CENTRAL, HONGKONG.

Hongkong, 1st May, 1882. [298]

A H O Y. HOY LEE.

MERCHANT TAILOR, HAT, & CAP MAKER.

HAS for Sale, every description of Gentlemen's Scarves, Collars, Ties, Socks, Hats, &c., &c. Dealer in Chinese Silks of all kinds; Bamboo Blinds and Matings. China Teapots in bamboo covers, Rattan Chairs, Silk Combs a Specialty, a perfect fit and best material guaranteed.

No. 112, QUEEN'S ROAD CENTRAL. Hongkong, 16th May, 1882. [347]

S A M H I N G, (STULTZ).

MERCHANT TAILOR AND OUTFITTER, HAT AND CAP MAKER.

IMPORTER of every description of Gentlemen's Scarves, Collars, Ties, Socks, Umbrellas, Hats, &c., &c. Dealer in Chinese Silks of all kinds; Bamboo Blinds and Matings. Special attention given to the Tailoring Department. A perfect fit and best workmanship guaranteed. Cretones and Chintzes for Dresses in all the newest patterns.

No. 49, AND 51, QUEEN'S ROAD CENTRAL. Hongkong, 1st May, 1882. [302]

S Z H I N G. TAILOR.

DEALER in all kinds of Drapery, Silk Handkerchiefs, Embroidered Shawls, &c., &c. HAT AND CAP MAKER.

Ladies material made up, and a perfect Fit Guaranteed at Moderate Charges.

MATTING AND MANILA CIGARS, FOR SALE. No. 76, WELLINGTON STREET, HONGKONG.

Hongkong, 12th April, 1882. [228]

NOTICE.

ARRANGEMENTS have now been completed which will enable this Office to undertake all kinds of JOB PRINTING, including DIRECTORS' REPORTS, BOOKS, PAMPHLETS, BALL ROOM, and VISITING CARDS, PROSPECTUSES, DEBIT NOTES, LABELS, PROGRAMMES OF ENTERTAINMENTS, TRADE CIRCULARS and RE-

Accuracy and Best Workmanship guaranteed at the lowest possible rates.

"HONG KONG TELEGRAPH" OFFICE, 6, Peddar's Hill, 1st March, 1882.

Intimations.

WILLIAM DOLAN.

SAIL-MAKER & SHIP-CHANDLER,

22, PRAYA CENTRAL.

COTTON DUCKS, HEMP CANVAS, MANILA ROPE, AMERICAN OAKUM, LIFE BUOYS, CORK JACKETS, &c., &c., &c.

Hongkong, 1st May, 1882. [294]

G. FALCONER & CO. WATCH AND CHRONOMETER MANUFACTURERS AND JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS AND BOOKS. No. 46, QUEEN'S ROAD CENTRAL. [434]

DE SOUZA & CO. PRINTERS, STATIONERS, AND BOOKBINDERS. D'AGUIAR STREET.

EVERY KIND OF WORK EXECUTED WITH ACCURACY, NEATNESS, AND DESPATCH ON VERY MODERATE TERMS.

SELECTED MATERIALS FOR MARKET REPORTS Book-binding and Ruling in every style executed at low rates. Workmanship Guaranteed.

Perforating and Numbering Machines, and all other appliances for Book-binding in first rate working order.

PROGRAMMES, CIRCULARS, VISITING, AND MENU CARDS, &c., &c., AT LOWER PRICES THAN ANY HOUSE IN THE TRADE.

EXPRESSES ISSUED THROUGHOUT THE COLONY AT ONE DOLLAR.

Books, Machine-ruled, of every description made to order.

A varied stock of specially selected Stationery always on hand. Hongkong, 15th June, 1882. [436]

WILLIAM SCHMIDT & CO. GUNMAKERS AND AMUNITION DEALERS.

BEACONSFIELD ARCADE.

Arms, Ammunition, and Requisites of every description.

Arms Repaired, Cleaned, or Converted at moderate charges.

Sporting Guns and Ammunition always on hand. [38]

CHS. J. GAUPP & CO. CHRONOMETER, WATCH, AND CLOCK-MAKERS.

JEWELLERS, SILVER-SMITHS, AND OPTICIANS. CHARTS AND BOOKS.

SOLE AGENTS for Louis Audemars' Watches; awarded the highest Prizes at every Exhibition; and for Voigtlander and Sohn's CELEBRATED OPERA GLASSES, MARINE GLASSES, AND SPYGLASSES.

No. 38, QUEEN'S ROAD CENTRAL. [447]

HAIR DRESSING SALOON HONGKONG HOTEL.

W. P. MOORE begs to inform the Gentlemen of Hongkong and Visitors that he has reduced the price of Hair-Cutting to 50 cents.

Having now in his employ three competent Assistants who are always in attendance, he guarantees to execute this class of work, in all its branches, with a perfection which cannot be excelled in any part of the World.

Hair-Cutting.....50 Cents. Shampooing.....25 Cents. Shaving.....25 Cents. Trimming Beards.....25 Cents.

MONTHLY CUSTOMERS TAKEN AT REDUCED RATES.

RAZORS MOST CAREFULLY RE-SET.

Mr. MOORE begs to recommend his GOGO SHAMPOO WASH to the public as unrivalled by any preparation ever produced for promoting the growth of the hair. The basis of this compound is made of soap root; the natives of the Philippine Islands never use anything else for washing their hair; they are never found bald, and it is quite common to see the females with hair from 5 to 6 feet long. By constantly using this Shampoo Wash as directed, you will NEVER BE BALD.

The proprietor offers the Wash to the public entirely confident that by its restorative properties it will without fail arrest decaying hair. It completely eradicates scurf, dandruff, and cures all diseases of the scalp. It does not contain any poisonous drugs. By its cooling properties it allays the itching and fever of the scalp, which is the great cause of people losing their hair.

Mr. MOORE has succeeded in being able to put this wash up in bottles without allowing it to ferment, and he will guarantee it to keep any length of time in any climate. [268]

J. AND R. TENNENT'S ALE AND PORTER.

DAVID CORSAIR & SONS' MERCHANT NAVY NAVY BOILED LONG FLAX CROWN ARNHOLD, KARBERG & Co.

Hongkong, 15th June, 1881. [458]

THE PATENT TYPE FOUNDRY COMPANY.

34, RED LION

